

CITY COUNCIL MEETING

March 22, 2022

6:00 P.M.

AGENDA



www.ci.bonney-lake.wa.us

Location: Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

The public is invited to attend Council Meetings and Workshops in person, via conference call or over the internet. The information for attending is provided below. If you connect via the website link and/or call into the meeting, please confirm the microphone on your computer and/or phone is muted, otherwise it will result in feedback sound or background noise and interfere with the meeting. If you wish to address the Council during Citizen Comments, please refer to that section of the meeting agenda below.

Council Meetings and Workshops attendance options:

In-Person: Bonney Lake Justice & Municipal Center at 9002 Main Street East in Bonney Lake

By phone: 408-740-7256 (Meeting ID: 215 767 540#)

By internet: Chrome- <https://bluejeans.com/215767540>

I. CALL TO ORDER – Mayor Michael McCullough

- A. Pledge of Allegiance
- B. Roll Call: Mayor Michael McCullough, Deputy Mayor Terry Carter, Councilmember Angela Baldwin, Councilmember Justin Evans, Councilmember Gwendolyn Fullerton, Councilmember J. Kelly McClimans, Councilmember Dan Swatman, and Councilmember Tom Watson.
- C. Agenda Modifications: None
- D. Announcements, Appointments and Presentations:
 - Pg. 5 1. **AB22-50 - Motion** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Ratifying The Mayor's Appointment Of Melissa Munson-Merritt To The Arts Commission - Position #6, And Louise Albright - Position #11. Re-Appointing Laurie Selle - Position #7, Caitlynn Wohlford (Student) - Position #8, Stephanie French -Position #9, And Glory Cancro - Position #10, All With A Term Ending April 6, 2025.
 - Pg. 7 2. **Presentation**: Arts Commission Year End & Project Proposals - Glory Cancro.
 - 3. **Presentation**: Emergency Management Presentation - Ryan Johnstone.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearing: None

B. Citizen Comments:

Citizen comments can be made in-person, by phone or virtually during this portion of the meeting. Comments are limited to 5 minutes. Those planning to comment via phone or virtually will need to sign up prior to the meeting in order to comment. When signing up, please provide your name, your screen name, and phone number (for callers), either by email to clerk@cobl.us or by mail to Attn: City Clerk, 9002 Main Street East., Ste 125, Bonney Lake, WA 98391.

You may call or email to register to speak as well at 253-862-8602, however, those calls must be received by 5:00 pm. During the meeting, your name will be called when it is your turn. Your microphone will be activated, and you will be able to comment. Those physically appearing at the Council meeting to speak during citizen comments do not need to sign up but will be asked to state their name and address for the meeting record.

With the ability of the public to address the Council via phone, virtually or in-person, the City Clerk's Office will no longer accept citizen comments to be read by staff into the record.

C. Correspondence: None

III. COUNCIL COMMITTEE REPORTS:

A. Finance Committee: None

B. Community Development Committee: None

C. Public Safety Committee: None

D. Other Reports: None

IV. CONSENT AGENDA:

The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.

Pg. 25 A. **Approval of Corrected Minutes:** March 1, 2022, Council Workshop and March 8, 2022, Council Meeting

B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:**

Accounts Payable check/vouchers #90995 - 91057 and wire transfers #25102754, #2022020901, #2022020902, #2022030101, #2022030201, #2022030202, #2022030203, #2022030204, #2022030205 and #2022030301 in the amount of \$400,048.45.

C. **Approval of Payroll:** February 16 - 28, 2022 for checks #34570-34578 including Direct Deposits and Electronic Transfers totaling \$789,945.44.

- Pg. 33 D. **AB22-18 - Resolution 3014** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Interlocal Agreement With The Washington State Patrol, Pierce County Sheriff's Office, King County Prosecutor's Office, And The Municipalities Of Auburn, Buckley, Federal Way, Kent, Lakewood, Puyallup, Redmond, Tacoma, Tukwila And The Port Of Seattle To Participate In The Puget Sound Auto Theft Task Force.
- Pg. 49 E. **AB22-28 - Resolution 3021** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Supplement Work Agreement With LDC, Inc. For The Comprehensive Plan Periodic Update Policy Gap Analysis.
- Pg. 57 F. **AB22-39 - Resolution 3027** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Professional Services Agreement With Parametrix For Support To Prepare Bid Documents For The Rehabilitation Of The Wet Well At LS-20.
- Pg. 73 G. **AB22-40 - Resolution 3028** - A Resolution Of The City Council Of The City Of Bonney, Lake, Pierce County, Washington Authorizing The Mayor To Sign A Memorandum Of Understanding With The Bonney Lake Police Guild Granting A Recognition Bonus For Commissioned Members and CSO's.
- Pg. 77 H. **AB22-42 - Resolution 2973** - A Resolution Of The City Of Bonney Lake, Washington, Authorizing The Mayor To Sign An Interlocal Agreement Between The City Of Bonney Lake, Washington And The City Of Sumner, Washington For Building Inspection Services.
- Pg. 87 I. **AB22-48 - Resolution 3032** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Supplement Work Agreement With LDC, Inc. For The 2022 Development Code Maintenance Amendments.
- Pg. 95 J. **AB22-51 - Resolution 3033** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Chief Of Police To Accept A Grant From The Washington State Attorney General's Office For The Purchase Of A Refrigeration Unit.
- Pg. 101 K. **AB22-46 - Motion** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The SR410 Storm/Swale Improvements Project With CCT Construction, Inc.
- Pg. 109 L. **AB22-49 - Motion** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The 2021 Sewer Manhole Rehabilitation With Sun Coast Environmental NW Inc.

V. FINANCE COMMITTEE ISSUES: None

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None

VII. PUBLIC SAFETY COMMITTEE ISSUES:

Pg. 115 **A. AB22-52 - Motion** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Approve The Closure Of The Allen Yorke Park Boat Launch Ramp For The 2022 Boating Season.

VIII. FULL COUNCIL ISSUES:

IX. CLOSED SESSION:

Pursuant to RCW 42.30.140, to discuss Labor Negotiations (no action to follow).

X. ADJOURNMENT

For citizens with disabilities requesting translators or adaptive equipment for communication purposes, the City requests notification as early as possible prior to the meeting regarding the type of service or equipment needed.

THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Executive / David Wells	Meeting/Workshop Date: March 22, 2022	Agenda Bill Number: AB22-50
Agenda Item Type: Motion	Ordinance/Resolution Number:	Sponsor:

Agenda Subject: Appointment of Arts Commissioners

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Ratifying The Mayor's Appointment Of Melissa Munson-Merritt To The Arts Commission - Position #6, And Louise Albright - Position #11.
Re-Appointing Laurie Selle - Position #7, Caitlynn Wohlford (Student) - Position #8, Stephanie French - Position #9, And Glory Cancro - Position #10, All With A Term Ending April 6, 2025.

Administrative Recommendation: Confirm the Six Proposed Art Commissioners.

Background Summary: The Mayor Invites The Council To Ratify The Following Appointments To The Arts Commission: Melissa Munson-Merritt To The Arts Commission - Position #6, And Louise Albright - Position #11.
Re-Appointing Laurie Selle - Position #7, Caitlynn Wohlford (Student) - Position #8, Stephanie French - Position #9, And Glory Cancro - Position #10, Per City Council Resolution 2356.

Attachments:

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other

Budget Explanation: N/A

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Date: Forward to:	Approvals: Chair/Councilmember Councilmember Councilmember Consent Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No	Yes No <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): March 22, 2022	Tabled to Date:

APPROVALS

Director: JPV	Mayor: MM	Date Reviewed by City Attorney: (if applicable)
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Bonney Lake Arts Commission 2021/2022

End of year report
Future projects






Duck flock installation project

Purchased 140 more coated aluminum duck cutouts from Enumclaw artist Stan Vinci.

\$1,129 using 2020 budget

Maintaining our value of supporting local artists in every stage of the project

Where dreams can soar



The duck flock project was born from a desire to use the power of the arts to bring community members together, to help create ownership and a sense of belonging. The bronze statue created by Lary Anderson welcoming people to our city is an inspiration of the beauty and joy that we value in Bonney Lake.

The arts commission is taking this theme and running with it. Our vision is to see these flocks, a rich display of diversity and creativity, installed throughout the city. Beginning with the 410 corridor.





Work party to sand and
primer the ducks in
preparation for the
Summer booth

120 ducks in 2021

Plus three previously
installed flocks from past
years

Commissioner French

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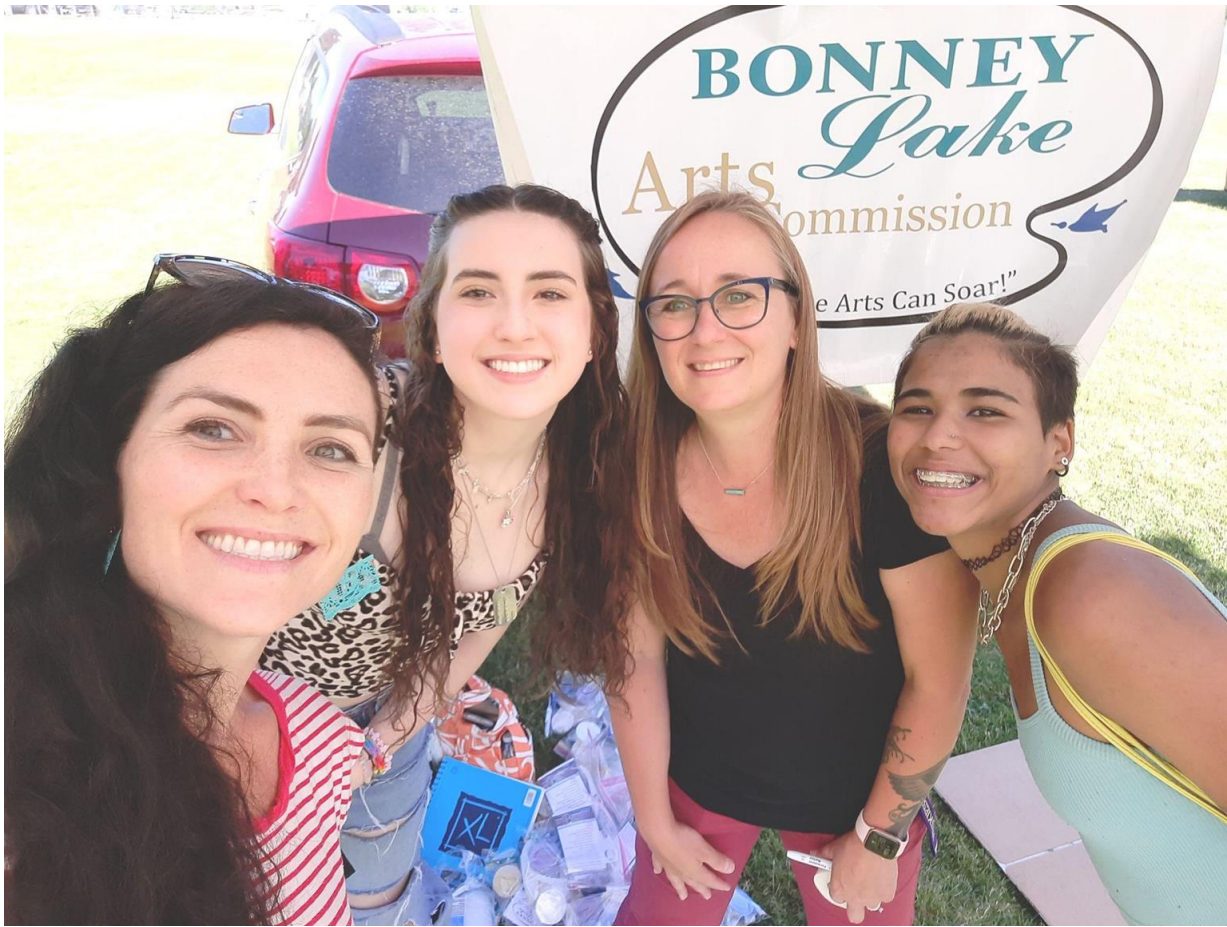




Ran the Tunes at Tapps Art booth Summer 2021

We used budget funds to purchase supplies and provided art kits for community members of all ages to be able to work on their painting with covid safety measures in mind. These were painted during the Tunes at Tapps event and brought back to the Arts Commission booth to be added to the community flocks

Flocks will be installed at locations to be determined along hwy 410



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Glory Cancro, Caitlyn Wolford, Stephanie French, Stephanie Otero-citizen volunteer



A project for all ages



Commissioner Sauro Williams hand painted this banner to be painted by the community and displayed summer of 2022 and beyond



We celebrated Gary Leaf's contribution to the city with his family and former commissioners



Beautify Bonney Lake

Commissioner Gonzales

And daughter doing service



Beautify Bonney Lake



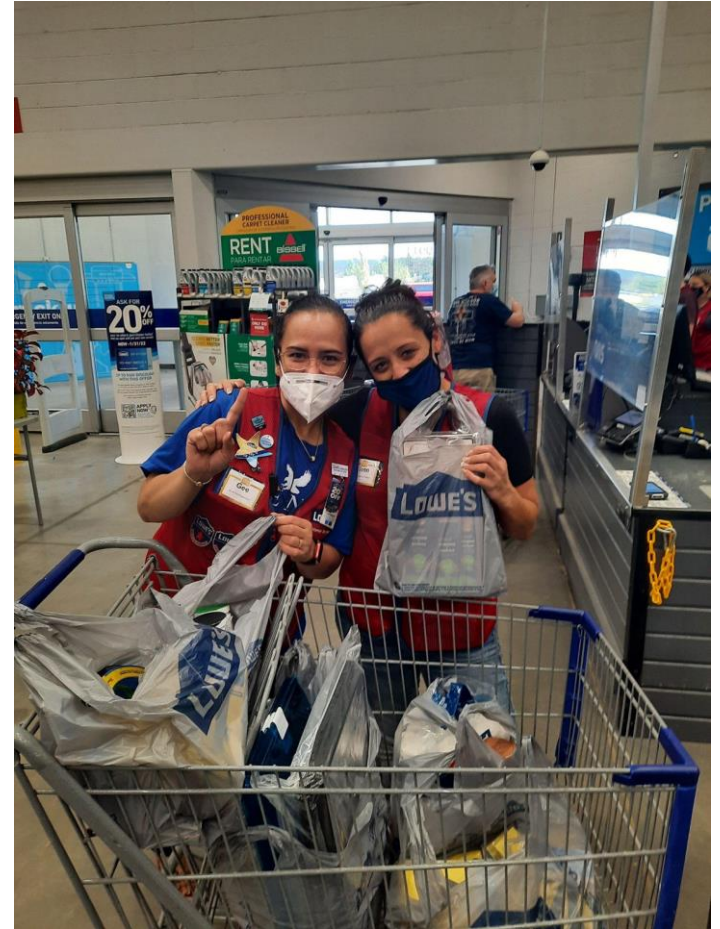
Commissioners Portillo, Deckman
Wolford and Cancro (not pictured)



Thank you to sponsors!



Commissioner Portillo and Cancro reached out to local business to donate all the supplies for garbage can painting





Glass panel install

Thank you to Council member Evans
and former council member Dole as well as the Parks department.
This project has been in the works for many years
And has faced many hurdles, Currently the glass
Panels are being cut to fit and will be installed by March.
The arts commission will be making a plaque to go along
with it to tell the story. Each panel was designed by BL high
school students and was used in a bus terminal before being
donated to the city



City hall gallery



Artist Jonarra Swansen

Comissioner Cancro has been identifying local and regional artists to display their artwork on a quarterly basis. Providing exposure and a gallery space for the public.

We are looking forward to hosting artist receptions again in the municipal building.

Artist Clara





Vinyl wrap art for City utility boxes

We are excited to see this project become a reality, beginning with the first box in 2022!

Many other cities have been utilizing these boxes to support local visual artists while also bring visual arts to previously unsightly boxes.

Project lead: Josh Gonzales



Welcoming new commissioners

Josh Gomez

Rodrigo Yanez

Jennifer Turner

Caitlyn Wolford

Motivated, talented, skilled individuals!

Currently have two seats available



Expenditures 2021

Paint supplies for
community duck flock
project

\$1,200 approx

Current projects 2022

] Ordering metal plaques to display with duck flocks and glass panel project. Approx. *\$100 per sign*

] Cutting more ducks for future community projects. *\$1,129. For 140 ducks*

] Art supplies for Tunes at Tapps booth. *Cost varies*

] Metal of the arts award production. *Cost varies*

] Vinyl wrap art on electrical boxes. Approx *\$4,000 per box*

] Printing mailer. *Cost varies*

CITY COUNCIL WORKSHOP

March 1, 2022
6:00 P.M.
MINUTES



www.ci.bonney-lake.wa.us

Location: The physical location of the Council Meeting was at the Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington. The public was also given the option to call in or attend virtually the Council Meeting.

- I. CALL TO ORDER** – Mayor Michael McCullough called the workshop to order at 6:00 p.m.
- II. ROLL CALL:** City Clerk Sadie Schaneman called the roll. In addition to Mayor McCullough, elected officials attending were Deputy Mayor Terry Carter, Councilmember Justin Evans, Councilmember Gwendolyn Fullerton, Councilmember J. Kelly McClimans, Councilmember Dan Swatman, and Councilmember Tom Watson. Councilmember Angela Baldwin was not in attendance.

Deputy Mayor Terry Carter moved to excuse the absence of Councilmember Angela Baldwin. Councilmember Tom Watson seconded the motion.

Motion approved 6-0.

Staff members in attendance at the physical location were City Administrator John Vodopich, Chief of Police Bryan Jeter, Public Services Director Ryan Johnstone, Interim Administrative Services Director/Information Services Manager Chuck McEwen, Superintendent of Public Works Jack Niehuser, Deputy City Attorney Dena Burke, Administrative Specialist III Carol Paul, City Clerk Sadie Shaneman, Administrative Specialist II Kasee Gallagher, and City Attorney Kathleen Haggard.

Staff members in virtual attendance using the City's BlueJeans conference line were Chief Financial Officer Cherie Reiersen and Recreation & Special Events Manager David Wells.

III. AGENDA ITEMS:

A. Council Open Discussion:

Oath of Office, Councilmember Fullerton read her Oath of Office. She said that she had not violated her oath by not wearing a mask, as she swore to uphold the laws and since mandates are not laws, she had not broken any laws.

Coffee with a Councilmember, Deputy Mayor Carter stated that he, Councilmember Watson, and Councilmember Evans attended the first Coffee

with a Councilmember. Four citizens attended. Deputy Mayor Carter explained that he considered it a success and hopes to see the program grow in the future.

Kiosks, Councilmember Watson stated he thinks the City should update the community on the plan for the parks within the City and the Kiosks.

B. Review Of Council Minutes: February 15, 2022, Council Workshop and February 22, 2022, Council Meeting.

Councilmembers Watson and Fullerton and Deputy Mayor Carter said that they reviewed the minutes of February 15, 2022, Council Workshop and February 22, 2022, Council Meeting and had no corrections. The draft minutes were forwarded to the March 8, 2022, Meeting for approval.

C. Action: None

D. Discussion: AB22-33 – Ordinance D22-33 - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Extending The Franchise Under Which Comcast Cable Is Authorized To Provide Cable Television Service Within The City Of Bonney Lake.

City Administrator John Vodopich presented to Council the amended franchise agreement with Comcast Cable. He explained that the agreement had expired December 31, 2021, and Comcast would like to continue with the franchise. City Administrator Vodopich explained that the main change in section 8.5 is that they cannot provide complimentary services to city buildings.

There was Council consensus to place the item for action on the next Council agenda under Consent Agenda.

E. Discussion: Allan Yorke Park Boat Launch

Police Chief Bryan Jeter presented a PowerPoint presentation on the Allan Yorke Boat Launch. There will be construction in the area reducing parking for trucks and trailers. Chief Jeter explained the pros and cons of several options to help with the truck and trailer parking at Allan Yorke Park. Councilmembers discussed the options and asked questions.

There was a Council consensus to take the information presented to the Public Safety Meeting on March 8, 2022, after collecting more data on this issue.

F. Discussion: AB22-34 - American Rescue Plan Act Funding

City Administrator John Vodopich presented to Council the list of staff recommended projects to use the funds from the American Rescue Plan Act (ARPA) Funding. The list of recommended projects included updating

Council/Court meeting room technology, Bonney Lake Police Department upgrades, Prosecutor's Office improvements, and Public Infrastructure improvements. Councilmember Evans discussed the purpose of the ARPA Funding and questioned whether all items on the list of recommended projects fit the true purpose of the Act by helping the community members. Council discussed and asked several questions to which City Administrator Vodopich and Chief Financial Officer Cherie Reiersen responded to.

There was a consensus of Councilmembers to approve the Council/Court meeting room technology upgrades, Police Department upgrades, and the Prosecutor's Office improvements. Councilmembers wanted to discuss more on the Public Infrastructure improvements.

Council agreed to move the agenda bill with the approved items to Council Consent for the next Council Meeting March 8, 2022.

IV. EXECUTIVE/CLOSED SESSION: None.

V. ADJOURNMENT:

At 8:09 p.m. the Meeting was adjourned by Mayor McCullough with the common consent of the City Council.

Sadie A. Schaneman, CMC, City Clerk

Michael McCullough, Mayor

Items presented to Council at the March 1, 2022 Workshop:

- (1) *Allan Yorke Park PowerPoint* – Police Chief Bryan Jeter.

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.

CITY COUNCIL MEETING

March 8, 2022
6:00 P.M.
MINUTES



www.ci.bonney-lake.wa.us

Location: The physical location of the Council Meeting was at the Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington. The public was also given the option to call in or attend virtually the Council Meeting.

I. CALL TO ORDER – Mayor Michael McCullough, called the meeting to order at 6:00 p.m.

- A. Pledge of Allegiance: Mayor McCullough led the audience in the Pledge of Allegiance.
- B. Roll Call: City Clerk Sadie Schaneman called the roll. In addition to Mayor McCullough, elected officials attending were Deputy Mayor Terry Carter, Councilmember Angela Baldwin, Councilmember Justin Evans, Councilmember Gwendolyn Fullerton, Councilmember J. Kelly McClimans, Councilmember Dan Swatman, and Councilmember Tom Watson.

Staff members in attendance at the physical location were City Administrator John Vodopich, Chief of Police Bryan Jeter, Public Services Director Ryan Johnstone, Interim Administrative Services Director/Information Services Manager Chuck McEwen, City Prosecutor Dena Burke, Administrative Specialist III Carol Paul, City Clerk Sadie Schaneman, Administrative Specialist II Kandice Besaw and Administrative Specialist II Kasee Gallagher.

Staff members in virtual attendance using the City's BlueJeans conference line were, Chief Financial Officer Cherie Reiersen, Recreation and Special Events Coordinator David Wells and City Attorney Kathleen Haggard.

- C. Agenda Modifications: Mayor Michael McCullough, noted AB22-45 – Resolution 3031 had been removed from the consent agenda until 2023.
- D. Announcements, Appointments and Presentations: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

- A. Public Hearings: None.
- B. Citizen Comments: None.

Dan Decker, 201 70th St E, Bonney Lake, discussed how the city is named Bonney Lake and not Bonney Lake Baseball Fields. He stated the Moriarty property should be considered for the Allen Yorke Park boat parking opposed to putting in new baseball fields.

- C. Correspondence: Received an email from Quinn Dahlstrom regarding the city doing everything they can to please the Leiter Teeters gentleman instead of listening to other possible bidders and how not following an oath is no different than those that take a knee at sports games

City Clerk Sadie Schaneman noted all Councilmembers had received the letter prior to the Council Meeting.

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee: Deputy Mayor Carter reported the Finance Committee met in person and virtually today at 5:00 p.m. The Committee went thru personnel updates, discussed the Lions for Kids needing reroofing, options for the historical Society relocation, small discussion on the Boat Launch, discussed and pulled AB22-34 from tonight's Consent agenda, approved meeting minutes, and discussed having a future party for the masks coming off.
- B. Community Development Committee: Councilmember Swatman reported the Community Development Committee met in person and virtually on March 1, 2022, 5:00 p.m. The Committee discussed the new public works center, forwarded AB22-36 and AB22-38 to tonight's Consent Agenda, approved meeting minutes and had open discussion.
- C. Public Safety Committee: Councilmember Evans reported the Public Safety Committee met in person and virtually today at 3:30 p.m. The Committee had monthly reports from monthly reports from by the East Pierce Fire & Rescue and the Bonney Lake Police Department. East Pierce Fire & Rescue reported that they will be starting to do events again. The Bonney Lake Police reported on legislature updates, plans on having National Night Out in August, will be presenting Police awards on the April 12, 2022 Council Meeting, and discussed Resolutions 3014 and 3028 which will be brought forward at a future Council Meeting. They also approved meeting minutes, had open discussion Eatonville possibly using another city for court services, the boat launch, and a domestic violence response grant program
- D. Other Reports: Deputy Mayor Carter reported that he attended the Pierce County Court Redistricting Committee meeting regarding voting. He stated that Pacific will now be able to vote in King County elections.

IV. CONSENT AGENDA:

- A. **Approval of Corrected Minutes:** February 15, 2022, Council Workshop and February 22, 2022, Council Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:**
Accounts Payable check/vouchers #90910 - 90972 and wire transfers #22020209 #2022012001, and #2022020202, and #2022020203, and #2022020204 and #2022020205, and #2022020801 in the amount of \$1,496,365.43. Accounts Payable check/vouchers #90973 - 90994 in the amount of \$3,166.80. Accounts Payable wire transfer #2022021701 in the amount of \$24,768.18.
- C. **Approval of Payroll:** February 1 – 15, 2022 for checks #34565-345694 including Direct Deposits and Electronic Transfers totaling \$684,580.07. **Voids:** None.
- D. **AB22-33 – Ordinance D22-33** - An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Extending The Franchise Under Which Comcast Cable Is Authorized To Provide Cable Television Service Within The City Of Bonney Lake.
- E. **AB22-36 – Resolution 3024** - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Contract With LDC, Inc. To Assist With The Update To The City's SEPA Regulations.
- F. **AB22-38 – Resolution 3026** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Professional Services Agreement With SCJ Alliance For The Traffic Impact Analysis For The Allan Yorke Park Improvements Phase 1 Project.
- G. **AB22-43 – Resolution 3029** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With Jaymarc Av To Upgrade The City's Council Chambers Audio Visual System.
- H. **AB22-44 – Resolution 3030** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Transfer of Funds from the General Fund to the Parks Capital Improvement Program Fund.
- I. **AB22-34 – Motion** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Allocating The American Rescue Plan Act (ARPA) Funding.

**Councilmember Watson moved to approve the Consent Agenda as modified.
Councilmember Swatman seconded the motion.**

Consent Agenda approved 7 – 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES: None.

A. **AB22-35 – Resolution 3023** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Professional Services Agreement With Financial Consulting Services Group (FCS) To Undertake A Water, Sewer And Storm Water Rate And System Development Charge (SDC) Study.

Councilmember Watson moved to adopt Resolution 3023. Councilmember Evans seconded the motion.

Resolution 3023 approved 7 – 0.

IX. CLOSED SESSION:

Mayor McCullough announced the City Council will meet in Closed Session pursuant to RCW 42.30.140 to discuss Labor Negotiation. He stated the session will last for 15 minutes and there will be no Council action following the session.

Due to no action being taken on the matter, Mayor McCullough announced the Council Meeting would now be adjourned.

The Closed Session started at 6:16 p.m. and concluded at 6:31 p.m.

X. ADJOURNMENT:

At 6:16 p.m. the Meeting was adjourned by Mayor McCullough with the common consent of the City Council.

Sadie A. Schaneman, CMC, City Clerk

Michael McCullough, Mayor [Terry Carter, Deputy Mayor]

Items presented to Council at the March 8, 2022, Meeting for the record: None.

Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.

City of Bonney Lake
City Council Agenda Bill (AB)

Department / Staff Member: Bryan Jeter, Chief of Police	Meeting/Workshop Date: March 22, 2022	Agenda Bill Number: AB22-18
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3014	Councilmember Sponsor:

Agenda Subject: Interlocal Agreement for the Puget Sound Auto Theft Task Force

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Interlocal Agreement With The Washington State Patrol, Pierce County Sheriff's Office, King County Prosecutor's Office, And The Municipalities Of Auburn, Buckley, Federal Way, Kent, Lakewood, Puyallup, Redmond, Tacoma, Tukwila And The Port Of Seattle To Participate In The Puget Sound Auto Theft Task Force.

Administrative Recommendation: Approve

Background Summary: The Bonney Lake Police Department participates in a regional auto theft task force with Auburn, Buckley, Puyallup, Federal Way, Lakewood, Pierce County Sheriff's Department, Tukwila, Port of Seattle and the Washington State Patrol. This regional effort is designed to effectively respond to, and prevent, auto theft and related crimes. Bonney Lake will be reimbursed for our detective's salary, benefits and overtime for participating in this task force. The current funding for the Bonney Lake detective's position ends on June 30, 2023.

Attachments: PSATTF Interlocal Agreement

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other

Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee:	Public Safety	Approvals:	Yes	No
		Chair / Councilmember Justin Evans	<input type="checkbox"/>	<input type="checkbox"/>
Committee Date: February 8, 2022		Councilmember Gwendolyn Fullerton	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Angela Baldwin	<input type="checkbox"/>	<input type="checkbox"/>
Forwarded to:		Consent Agenda: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): March 22, 2022	Tabled to:

APPROVALS

Director: <i>Bryan Jeter</i>	Mayor: <i>MM</i>	Date Reviewed by City Attorney: (if applicable)
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RESOLUTION NO. 3014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH THE WASHINGTON STATE PATROL, PIERCE COUNTY SHERIFF'S OFFICE, KING COUNTY PROSECUTOR'S OFFICE, AND THE MUNICIPALITIES OF AUBURN, BUCKLEY, FEDERAL WAY, KENT, LAKEWOOD, PUYALLUP, REDMOND, TACOMA, TUKWILA AND THE PORT OF SEATTLE TO PARTICIPATE IN THE PUGET SOUND AUTO THEFT TASK FORCE.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Interlocal Agreement between the City of Bonney Lake and other named agencies for joint auto crime enforcement services, attached hereto and incorporated herein by this reference.

PASSED by the City Council this 22nd day of March, 2022.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie Schaneman, CMC, City Clerk

**AMENDED AND RESTATED INTERLOCAL COOPERATIVE
AGREEMENT
FOR THE CREATION AND MAINTENANCE OF THE PUGET SOUND
AUTO THEFT TASK FORCE.**

1. PARTIES

The parties to this Agreement are the Washington State Patrol, Pierce County Sheriff's Office, and the Municipalities of Auburn, Bonney Lake, Buckley, Federal Way, Kent, Lakewood, Puyallup, Tacoma, Tukwila, and the Port of Seattle, each of which is a state, county, or municipal corporation operating under the laws of the State of Washington.

Parties may be added or removed by the process outlined in Section 7.

Changes to membership, including any additions or removals, will be reflected as an addendum to this agreement.

2. AUTHORITY

This Agreement is entered into pursuant to Chapters 10.93, 39.34, and 53.08 of the Revised Code of Washington.

3. PURPOSE/FORMATION

The parties to this Agreement wish to establish and maintain a multi-jurisdictional team to effectively investigate and enforce the laws relating to auto theft; hereafter known as the Puget Sound Auto Theft Task Force ("PSATT" or "Task Force" in this Agreement). This Agreement does not replace any previously executed interlocal agreements by the parties to provide backup law enforcement services. The parties do not intend to create a separate legal entity subject to suit through this agreement.

4. STATEMENT OF PROBLEM

The Washington State Legislature recognized that automobiles are an essential part of our everyday lives in passing the Washington Auto Theft Prevention Act in 2007. The family car is typically the second largest investment a person owns, the theft of which causes a significant loss and inconvenience to people, imposes financial hardship, and negatively impacts their work, school, and personal

activities. Appropriate, meaningful, and proportionate penalties should be imposed on those who steal motor vehicles.

King County, Pierce County, and the municipalities therein have experienced increases to urbanization and population densities resulting in a rise in crime associated with auto theft. This increase has stretched the resources of individual police department investigative units.

Historically, law enforcement efforts focused on auto theft were predominately conducted by agencies working independently. A multi-jurisdictional approach to auto theft investigations has many benefits, including: the more effective use of personnel, improved utilization of funds, reduced duplication of equipment, improved training, development of specialized expertise, and improved information sharing. This approach, such as the one detailed in this Agreement, results in improved services for all participating jurisdictions and increase safety for the communities they serve through improved auto theft prosecution.

5. TASK FORCE OBJECTIVES

The assigned personnel from each participating jurisdiction forms the Puget Sound Auto Theft Task-Force, which will serve the combined service areas of all the participating jurisdictions.

PSATT's objective is to provide enhanced and more efficient use of personnel, equipment, budgeted funds, and training to investigate and aid in the prosecution of prolific or organized auto theft crimes. PSATT may respond as able to requests for assistance by any participating jurisdiction or by other law enforcement agencies pursuant to chapter 10.93 RCW.

6. GOVERNANCE

The Task Force shall be governed by an Executive Board ("Board") composed of one member from each participating jurisdiction that has at least one full-time employee assigned to the Task Force ("Board Member"). Each Department Head shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board Members, or their designees, appearing at the meeting where the decision is made. A quorum of the Board must be present for any vote to be valid. A presiding officer shall be elected by the Board together with

such other officers as a majority of the Board may deem appropriate.

A Lead Administrative Agency shall be selected by the Board. The other participating agencies are sub-recipients. The Lead Administrative Agency shall be responsible for establishing proper accounting procedures, an audit-trail, and the collection and provision of required reports and statistics.

The Board shall meet quarterly, unless otherwise determined by the Board. Any Board Member may call extra meetings as appropriate. The presiding officer shall provide no less than forty-eight (48) hours' notice of all meetings to all members of the Board; PROVIDED, however, that in emergency situations, the presiding officer may conduct a telephonic meeting or a poll of individual Board Members to resolve any issues related to such emergency.

The Board may, at its discretion, adopt policies, regulations, and operational procedures that shall apply to Task Force operations. Officers assigned to the Task Force remain employees of their employing agency and are subject to the policies of their employing agency. To the extent that the written policies, regulations, and operational procedures of the Task Force conflict with the written policies, regulations, and operational procedures of the individual jurisdictions, the Task Force members will adhere to the written policies, regulations, and procedures of their employing agency.

7. DURATION, MEMBERSHIP, AND TERMINATION

A. Term.

The term of this Agreement shall be one (1) year, effective upon its adoption and consistent with the Washington Auto Theft Prevention Authority (WATPA) grant period. This Agreement shall automatically extend for consecutive one (1) year terms conditioned upon the receipt of funding through the WATPA grant process.

B. Membership – Additions and Withdrawals.

A majority vote of the Board may approve the addition of an Agency to the Task Force. Each addition will be memorialized in the minutes of the meeting in which the Board approves the addition and be evidenced by an addendum to this agreement.

A participating jurisdiction may withdraw from this agreement by providing

thirty (30) days' written notice of its withdrawal to the other participating jurisdictions. A participating jurisdiction's withdrawal prior to the WATPA grant's expiration will be ineligible for related grant funds beyond reimbursement for approved grant expenditures that accrued prior to the participating jurisdiction's withdrawal. Removal of a participating jurisdiction will be evidenced in an addendum to this agreement.

Any membership change addenda must comply with RCW 39.34.030.

C. Termination.

A majority vote of the Board may terminate PSATT. Any vote for termination shall occur only when the Department Head, or his or her designee, of each participating jurisdiction is given reasonable advanced notice of the meeting in which such vote is taken and reasonable advanced notice that a vote to terminate PSATT is forthcoming at the Board meeting. The participating jurisdictions may completely terminate this Agreement by mutual agreement in writing. Upon termination of this Agreement, any assets acquired by the Puget Sound Auto Theft Task-Force with grant funds shall be distributed by the Board upon a majority vote of all Board members or their designees.

Termination of this Agreement or the withdrawal of a party shall not extinguish those obligations described in Section 16 and 17 of this Agreement with respect to the withdrawing party as to any incident occurring before the withdrawal of the party. Those obligations described in Section 16 and 17 shall survive the termination of this Agreement with respect to any cause of action, claim, or liability arising on or prior to the date of termination.

8. COMMAND AND CONTROL

In the event of a mobilizing incident, the primary agency will be the agency in whose jurisdiction the incident has occurred. The primary agency shall appoint a command level officer to serve as Incident Commander to be the officer in charge of the local event. The Incident Commander retains full authority and control throughout the incident and shall make any decision as to the resolution of the incident.

9. TASK FORCE STAFF

Upon adoption of this Agreement, the staff listed below shall be assigned and serve at the pleasure of the Board. The Board shall have authority to determine which participating jurisdictions will contribute staff and shall have authority to approve of staff assigned by a party. The Board may change, eliminate, or add staff positions as deemed appropriate. The Board shall, to the best of its ability, determine which participating jurisdictions may provide staff for the various positions during the previous year's budget cycle. A staff member of the Task Force may be removed from his or her position for any reason by majority vote of the Board or by the chief/sheriff of his or her employing jurisdiction. All Task Force staff members shall be in good standing with their employing jurisdiction at all times during their service on the Task Force.

Commander: A Task Force Commander with the rank of Commander or Captain (or command level equivalent) from his/her employing jurisdiction shall be appointed by the Board. The Commander shall act as the principal liaison between the Board and Task Force staff. The Commander shall operate under the direction of the presiding officer of the Board. The Commander shall be responsible for informing the Board on all matters relating to the function, expenditures, accomplishments, and challenges of the Task Force.

The Commander shall prepare monthly written reports to the Board on the actions, progress, and finances of the Task Force. The Commander shall be responsible for presenting any policies, regulations, and operational procedures and revisions for Board review and approval.

Supervisor: The Task Force shall have two (2) Supervisors with the rank of Sergeant or equivalent from their respective employing jurisdiction; one (1) supervisor position will be funded by WATPA and appointed by the Board, and one (1) non-WATPA-funded supervisor positions will be provided by the Washington State Patrol. The Task Force Supervisors shall act as the first level supervisors for the Task Force and shall report directly to the Commander.

Detective: The Task Force shall have WATPA-funded detectives assigned from participating jurisdictions that are appointed by the Board and non-WATPA-

funded detectives provided by WSP. The number of detectives is dependent on the WATPA grant award and the WSP budget amounts provided to the Task Force.

Crime Analyst: Subject to WATPA funding, PSATT shall have one (1) WATPA-funded crime analyst provided by one of the participating jurisdictions.

Prosecutor: Subject to WATPA funding, PSATT shall have one (1) prosecuting attorney provided by the King County Prosecutor's Office or the Pierce County Prosecutor's Office to provide direct access to legal support for improved communication and prosecution of auto theft cases investigated by the Task Force.

Pursuant to RCW 10.93.040, personnel assigned to the Task Force are considered employees of their employing jurisdiction, which shall be solely and exclusively responsible for that employee. All rights, duties and obligations of the employer shall remain with the employing jurisdiction. Each participating jurisdiction will comply with all applicable employment laws and any applicable collective bargaining agreements or civil service rules and regulations.

10. EQUIPMENT, TRAINING, AND BUDGET

Equipment, training, and eligible expenses will be paid by PSATT as provided in the WATPA grant through the Lead Administrative Agency's finance department. A participating jurisdiction that incurs expenses not provided in the WATPA grant is responsible for those expenses. As provided in the WATPA grant, each participating jurisdiction shall provide a monthly expenditure invoice to the Lead Administrative Agency's finance department documenting those expenses that are eligible for reimbursement through the WATPA grant.

Each participating jurisdiction will provide a vehicle for each full-time Employee assigned by that participating jurisdiction to PSATT. The participating jurisdiction is responsible for the operating costs and maintenance of vehicles provided to its employees assigned to PSATT.

11. OVERTIME

Overtime funds shall not exceed the amount budgeted in the WATPA grant award. A Task Force Supervisor must pre-approve overtime expenditures.

Overtime is eligible for reimbursement only if: (1) a Task Force Supervisor authorized the overtime; (2) the overtime activity is specifically related to auto theft prevention efforts; and, (3) WATPA funds are available. When budgeted overtime funds are depleted, no overtime expenditures will be authorized by the PSATT or WATPA and any overtime incurred by a Task Force staff member shall be the responsibility of the employing jurisdiction.

12. REIMBURSEMENT OF FUNDS

Participating jurisdictions requesting reimbursement for approved expenditures must submit appropriate invoices and itemized receipts monthly, and no more frequently than once each month, for actual expenses incurred. Sub-recipients shall submit all bills for reimbursement to the Lead Administrative Agency to ensure that those bills comply with grant policies and regulations prior to the Lead Agency submitting all reimbursements together to WATPA for payment. Each reimbursement request must contain a completed WATPA reimbursement request expenditure form. Reimbursements will be made for actual expenses based upon the available budgeted amounts provided in the WATPA grant award. The participating jurisdiction is responsible for timely submittal of billing documentation and data reporting to the Lead Administrative Agency. Expenditures made prior to the award date or after the grant expiration date are not authorized and will not be reimbursed.

WATPA will reimburse participating jurisdictions upon submittal of billing documentation, as outlined in the WATPA grant award. Requests for reimbursement for per diem (meal and travel expenditures) must be accompanied by an itemized receipt detailing the item purchased. Copies of timesheets are required for overtime reimbursement. Reimbursement will be made only up to the amount of the WATPA grant award limit for this expense type. Any cost above and beyond the award limit is the responsibility of the employing jurisdiction.

13. RECORDS

Each participating jurisdiction shall maintain and manage records related to PSATT in conformance with the Public Records Act (Chapter 42.56 RCW) and the Washington State Secretary of State's records retention schedule or the

participating jurisdiction's unique records retention schedule so long as such unique retention schedule meets or exceeds the requirements of state law. All records relating to PSATT kept by a participating jurisdiction shall be available for full inspection and copying by any other participating jurisdiction. Records related to PSATT include but are not limited to bi-annual WATPA reporting, invoices, and requests for reimbursement along with supporting documentation.

Any party to this Agreement that receives a Public Records Act request related to PSATT shall notify every other jurisdiction participating in this Agreement of the request within two (2) business-days. All participating jurisdictions will search their records to locate and produce responsive documents in a prompt manner to support meeting notification and response requirements under the Public Records Act and will identify those responsive records produced that are or may be exempt from disclosure under state law.

Criminal investigation reports generated by the Task Force will be maintained in the records systems of the employing jurisdiction of the primary Task Force staff member who created the report. The primary investigator of an incident or case may include in his or her report supplemental reports that are also filed with another agency by Task Force members.

14.POLITICAL ACTIVITIES PROHIBITED

No government funds, including WATPA award funds, may be used for or against ballot measures or the candidacy of any person for public office.

15.PRESS RELEASES

All press releases related to Puget Sound Auto Theft Task-Force activity must be authorized by the Task Force Commander, who will coordinate the press release with the police agencies in whose jurisdictions the incident has taken place. In the event that a press release is associated with a public service announcement or public outreach efforts, the Task Force Commander will coordinate the press release with the Board.

16.LIABILITY AND INDEMNIFICATION

The Task Force staff assigned by the employing jurisdiction shall continue under the employment of that jurisdiction for purposes of any losses, claims,

damages, or liabilities arising out of or related to the services provided to the Task Force or the activities of the Task Force. Each participating jurisdiction agrees to hold harmless, defend, and indemnify the other participating jurisdictions in the Task Force in any action arising from the negligence of the employees of that jurisdiction including all costs of defense including attorney's fees.

A. Collective Representation and Defense.

The jurisdictions may retain joint legal counsel to collectively represent and defend the jurisdictions in any legal action. In the event a jurisdiction does not agree to joint representation, that jurisdiction shall be solely responsible for all attorney fees accrued for its individual representation or defense. The jurisdictions and their respective defense counsel shall make a good faith attempt to cooperate with other participating jurisdictions. Cooperation includes, but is not limited to, providing all documentation requested and making Task Force members available for depositions, discovery, settlement conferences, strategy meetings, and trial.

B. Insurance.

Each participating jurisdiction shall maintain adequate insurance through the commercial insurance market, an insurance pool, self-insurance, or a combination thereof. The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this Agreement shall not relieve any participating jurisdiction from its obligations under this Agreement.

17. NOTICE OF CLAIMS, LAWSUITS, AND SETTLEMENTS

In the event a claim is filed or lawsuit is brought against a participating jurisdiction or its employees for actions arising out of its conduct in support of Task Force operations, that jurisdiction shall promptly notify the other participating jurisdictions of the claim or lawsuit. Any documentation, including the claim or legal complaints, shall be provided to each participating jurisdiction within ten (10) calendar days.

18. PRE-CLAIM FILING REQUIREMENTS

Nothing in this Agreement shall be deemed a waiver by any participating jurisdiction of the requirements set forth in Chapters 4.92 and 4.96 RCW, and a participating jurisdiction providing notice or copies of a claim to another

jurisdiction pursuant to Section 17 of this Agreement shall not be deemed compliance with the requirement that a party who files suit against a jurisdiction first file a claim with the jurisdiction in accordance with Chapters 4.92 and 4.96 RCW. Moreover, nothing in this Agreement shall be deemed acceptance of service of a lawsuit, and the fact that a participating jurisdiction provides notice or copies of a lawsuit to another jurisdiction shall not be deemed adequate service of such lawsuit in accordance with the state or federal Rules of Civil Procedure or the Revised Code of Washington.

19. WRITTEN CONSENT TO ENFORCE TRAFFIC AND CRIMINAL LAWS

Pursuant to Chapter 10.93 RCW, this Agreement shall constitute the prior written consent of each sheriff or police chief of each participating jurisdiction to permit the officers of any participating jurisdiction to enforce traffic or criminal laws in any of the participating jurisdictions in pursuit of the purpose of this Agreement.

20. ALTERATIONS

This Agreement may be modified, amended, or altered by agreement of all parties and such alteration, amendment, or modification shall be effective when reduced to writing and executed in a manner consistent with this Agreement.

21. FILING

Upon execution, this Agreement shall be filed with the city clerks of the respective participating municipalities and such other governmental agencies as may be required by law, and each jurisdiction shall, pursuant to RCW 39.34.040, list this Agreement by subject on its official website.

22. SEVERABILITY

If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.

23. AUTHORIZATIONS

Pursuant to RCW 39.34.050, this Agreement shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of

each participating jurisdiction. This Agreement shall be deemed effective upon the last date of execution by the last so authorized representative. This Agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.

By signing below, the signor certifies that he or she has the authority to sign this agreement on behalf of the participating jurisdiction, and the participating jurisdiction agrees to the terms of the Agreement.

[Signature Pages Follow]

_____	_____
Nancy Backus	Date
Mayor, City of Auburn	_____
	Date
	City Attorney, City of Auburn

_____	Date
City Clerk, City of Auburn	
_____	_____
Michael McCullough	Date
Mayor, City of Bonney Lake	Kathleen Haggard
	Date
	City Attorney, City of Bonney Lake

Sadie Schaneman	Date
City Clerk, City of Bonney Lake	
_____	_____
Beau Burkett	Date
Mayor, City of Buckley	Phil Olbrechts
	Date
	City Attorney, City of Buckley

Treva Percival	Date
City Clerk, City of Buckley	
_____	_____
Jim Ferrell	Date
Mayor, City of Federal Way	J. Ryan Call
	Date
	City Attorney, City of Federal Way

Stephanie Courtney	Date
City Clerk, City of Federal Way	

_____ Mike Zaro Chief of Police, City of Lakewood	Date	_____ Heidi Wachter City Attorney, City of Lakewood	Date
_____ Briana Schumacher City Clerk, City of Lakewood	Date	_____ John Caulfield City Manager, City of Lakewood	Date
_____ John Palmer Mayor, City of Puyallup	Date	_____ Joseph Beck City Attorney, City of Puyallup	Date
_____ Mary Winter City Clerk, City of Puyallup	Date		
_____ Elizabeth Pauli City Manager, City of Tacoma	Date	_____ _____ City Attorney, City of Tacoma	Date
_____ Doris Sorum City Clerk, City of Tacoma	Date		
_____ Allan Ekberg Mayor, City of Tukwila	Date	_____ Rachel Turpin City Attorney, City of Tukwila	Date
_____ Christy O’Flaherty City Clerk, City of Tukwila	Date		

_____ Ed Troyer Sheriff, Pierce County	Date	_____ Clerk, Pierce County	Date
_____ John R. Batiste Chief, Washington State Patrol	Date		
_____ Steve Metruck Executive Director, Port of Seattle	Date	_____ Traci Goodwin Sr. Port Counsel	Date

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Public Services Department Jason Sullivan – Planning & Building Supervisor	Meeting/Workshop Date: March 22, 2022	Agenda Bill Number: AB22-28
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3021	Sponsor:

Agenda Subject: Supplement Work Agreement – Comprehensive Plan Update Policy Gap Analysis

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Supplement Work Agreement With LDC, Inc. For The Comprehensive Plan Periodic Update Policy Gap Analysis

Administrative Recommendation: Approve

Background Summary: On February 22, 2022, the City Council adopted Resolution 3009 amending the 2021 – 2022 Planning Commission Work Plan, which now includes completing a review of the City’s current comprehensive plan, *Bonney Lake 2035*, to identify all mandatory changes that will be necessary as part of the required periodic update. These mandatory changes are required in response to amended or new state laws adopted by the legislature, the adoption of *VISION 2050* by the Puget Sound Regional Council, the soon to be ratified Countywide Planning Policies for Pierce County. This gap analysis will identify areas of the comprehensive plan that will need to be updated a part of the periodic update and provide an estimated cost for making the required changes. The resultant gap analysis will not make any policy changes, it will only identify areas that must be addressed during the coming update process. This consultant support is needed due to current staffing levels.

Attachments: Resolution 3021 and Supplemental Work Agreement

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$112,500	\$72,842.50	\$16,500	\$56,342.50

Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: CDC Date: March 15, 2022 Forward to:	Approvals: Chair/Councilmember Dan Swatman Councilmember Kelly McClimans Councilmember Tom Watson	<table border="1" style="border-collapse: collapse; margin: auto;"> <tr> <th style="padding: 2px;">Yes</th> <th style="padding: 2px;">No</th> </tr> <tr> <td style="text-align: center; padding: 2px;">X</td> <td style="text-align: center; padding: 2px;"></td> </tr> <tr> <td style="text-align: center; padding: 2px;">X</td> <td style="text-align: center; padding: 2px;"></td> </tr> <tr> <td style="text-align: center; padding: 2px;">X</td> <td style="text-align: center; padding: 2px;"></td> </tr> </table>	Yes	No	X		X		X	
Yes	No									
X										
X										
X										
Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No										
Commission/Board Review:										
Hearing Examiner Review:										

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): March 22, 2022	Tabled to Date:

APPROVALS

Director: <i>Ryan Johnstone, P.E.</i>	Mayor: <i>Michael McCullough</i>	Date Reviewed by City Attorney: (if applicable):
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RESOLUTION NO. 3021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE SUPPLEMENT WORK AGREEMENT WITH LDC, INC. FOR THE COMPREHENSIVE PLAN PERIODIC UPDATE POLICY GAP ANALYSIS.

WHEREAS, October 12, 2021 the Bonney Lake City Council passed Resolution 2985 authorizing the Mayor to sign a Professional Service Agreement with LDC, Inc. to provide on-call planning consulting services; and

WHEREAS, the City desires to have the LDC, Inc render additional services as authorized Section 5 of the Professional Service Agreement other than specifically expressed in the original scope of work;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached Supplement Work Agreement with LDC, Inc. in the amount of \$16,500.

PASSED by the City Council this 22nd day of March 2022.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie Schaneman, CMC, City Clerk

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**SUPPLEMENT FOR EXTRA WORK
ON-CALL CONTRACT WITH THE LDC, INC.**

THIS SUPPLEMENT FOR EXTRA WORK is made and entered into this 22nd day of March, 2022, by and between the City of Bonney Lake ("City") and LDC, Inc. ("Consultant"), as authorized by the Professional Services Agreement for On Call Consulting Services ("Agreement") dated October 12, 2021 authorized under Resolution 2985.

WHEREAS, the City desires to have the Consultant render additional services as authorized by the scope of work in the Agreement and Amendment; and

NOW THEREFORE, LDC shall complete the extra work described below as authorized in Section 5 of the Agreement:

Supplemental Scope of Extra Work:

Comprehensive Plan Periodic Update Policy Gap Analysis

Prepare gap analysis tables comparing the current City of Bonney Lake Comprehensive Plan with changes that have occurred to state laws, regional policies, and countywide policies. Tables will highlight areas where new or revised policy changes should be considered as part of the 2024-2044 Comprehensive Plan update. Work would include reviewing current comprehensive plan, centers plan, and watershed protection plan and identifying changes to these documents needed to meet the requirements of the GMA, Vision 2050, and the new CPPs (currently in ratification). A separate table will be prepared outlining new requirements from recent legislation which has been passed during the 2021 and 2022 legislative sessions. Many of these new amendments to existing statutes are not incorporated into regional or countywide policies but will need to be considered during the update. Work will be broken down by element/chapter and estimated cost to complete the work for the chapter/element.

Task:

This task will include the following:

- Review current comprehensive plan, centers plan, and watershed protection plan.
- Review new legislation from 2021/2022 sessions
- Prepare gap analysis table comparing the current City of Bonney Lake Comprehensive Plan with changes that have occurred to state laws, regional policies, and countywide policies.

- Prepare gap analysis table comparing the current City of Bonney Lake Comprehensive Plan with state law changes in 2021/2022 which have not been implemented into regional or countywide planning policies.
- Tables will highlight areas where new or revised policy changes should be considered as part of the 2024-2044 Comprehensive Plan update.
- Tables will be broken down by element/chapter and estimated cost to complete the work for the chapter/element will be developed
- Coordination and meetings with the client
- Meetings a with Planning Commission/City Council
- Preparation of materials for public meetings

Assumptions:

- Assumes one round of edits and changes based on feedback from client and additional changes based upon feedback from public meetings
- Assumes three Planning Commission/Council meetings

Rates and Budget:

- The hourly rates will be based on the rates included within attached Exhibit A – 2022 rate sheet
- The total cost of the project will not exceed \$16,500

IN WITNESS WHEREOF, the parties hereto have executed this Supplement as of the date and year written above.

CITY OF BONNEY LAKE

CONSULTANT

By: _____
Michael McCullough, Mayor

By: _____
Mark Villwock, Vice President

2022 RATE SHEET | STANDARD FEE SCHEDULE

The below list contains a schedule of fees for services performed by Land Development Consultants, Inc.

STAFF TYPE	RATE
Principal/Director	\$220
Senior Project Manager	\$200
Project Manager	\$180
Project Engineer	\$165
Design Engineer	\$145
E.I.T.	\$125
Senior Designer	\$165
Planning Manager	\$195
Senior Planner	\$170
Planner	\$150
Associate Planner	\$130
Permit Technician	\$105
Senior Land Surveyor	\$185
Professional Land Surveyor	\$170
Project Surveyor	\$150
Senior Survey Technician	\$140
Chief of Parties	\$160
Survey Technician	\$125
Survey Crew Chief II	\$150
Survey Crew Chief I	\$125
Survey Assistant	\$90
Clerical	\$80
Senior CAD Technician	\$140
Cad Technician III	\$130
CAD Technician II	\$120
CAD Technician I	\$110
Project Administrator	\$105
REIMBURSABLE	RATE
Outside Services	Cost + 15%
Plotting Color (24" x 36")	\$15.00 each
Plotting Black and White (24" x 36")	\$2.00 each
Color (11" x 17")	\$2.00 each
PDF File Conversion	\$105.00 / hr

This standard fee schedule is subject to annual adjustment on January 1st of each year to reflect increased costs due to inflation.

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City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Public Services / Doug Budzynski	Meeting/Workshop Date: 22 March 2022	Agenda Bill Number: AB22-39
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3027	Sponsor:

Agenda Subject: Award Professional Services Agreement To Parametrix For Support To Prepared Bid Documents For The Rehabilitation Of The Wet Well At LS-20.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Professional Services Agreement With Parametrix For Support To Prepare Bid Documents For The Rehabilitation Of The Wet Well At LS-20

Administrative Recommendation: Approve

Background Summary: The Sewer Operations Department has identified a severe deterioration of the wetwell for LS-20. We have concluded this deterioration is, in part, due to the above normal release of corrosive gases coming from the force main serving the Mountain Creek community (LS-9). This is caused by the extremely long length of the force main that allows the gases to accumulate. We have determined the wetwell can be refurbished by inserting a new lining and replacing the concrete lid. This effort will require bidding documents with details showing the requested effort to a prospective contractor. Parametrix presented the City a scope of work to prepare the bid documents and provide some additional services during construction in the amount of \$39,560.00.

Attachments: Resolution 3027, Contract, map

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$246,000.00	\$246,000.00	\$39,560.00	\$206,440.00	<input type="checkbox"/> General <input checked="" type="checkbox"/> Utilities <input type="checkbox"/> Other

Budget Explanation: Sewer Comprehensive Plan - LS-03 - LS-20 Repairs.
 Sewer: Eden-402.117.035.594.35.63.05; LS#20 Improvements
 Revenue Source: Sewer SDCs

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Community Development	<i>Approvals:</i>	Yes	No
	Date: March 15, 2022	Chair/Councilmember Dan Swatman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Tom Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Kelly McClimans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Forward to:	Consent Agenda:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): March 22, 2022	Tabled to Date:

APPROVALS

Director: Ryan Johnstone	Mayor: Michael McCullough	Date Reviewed by City Attorney: (if applicable)
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RESOLUTION NO. 3027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX FOR SUPPORT TO PREPARE BID DOCUMENTS FOR THE REHABILITATION OF THE WET WELL AT LS-20.

WHEREAS, Public Services staff have listed the project for the lift station 20 (LS-20) rehabilitation project in the 2021-2022 Biennium Budget; and

WHEREAS, the City received a quote from Parametrix to provide support for preparing bid documents and support during construction for the rehabilitation of LS-20 project in the amount of \$39,560.00; and

WHEREAS, this agreement will authorize Parametrix to provide professional services;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake does hereby authorize the Mayor to sign the attached contract with Parametrix in the amount of \$39,560.00

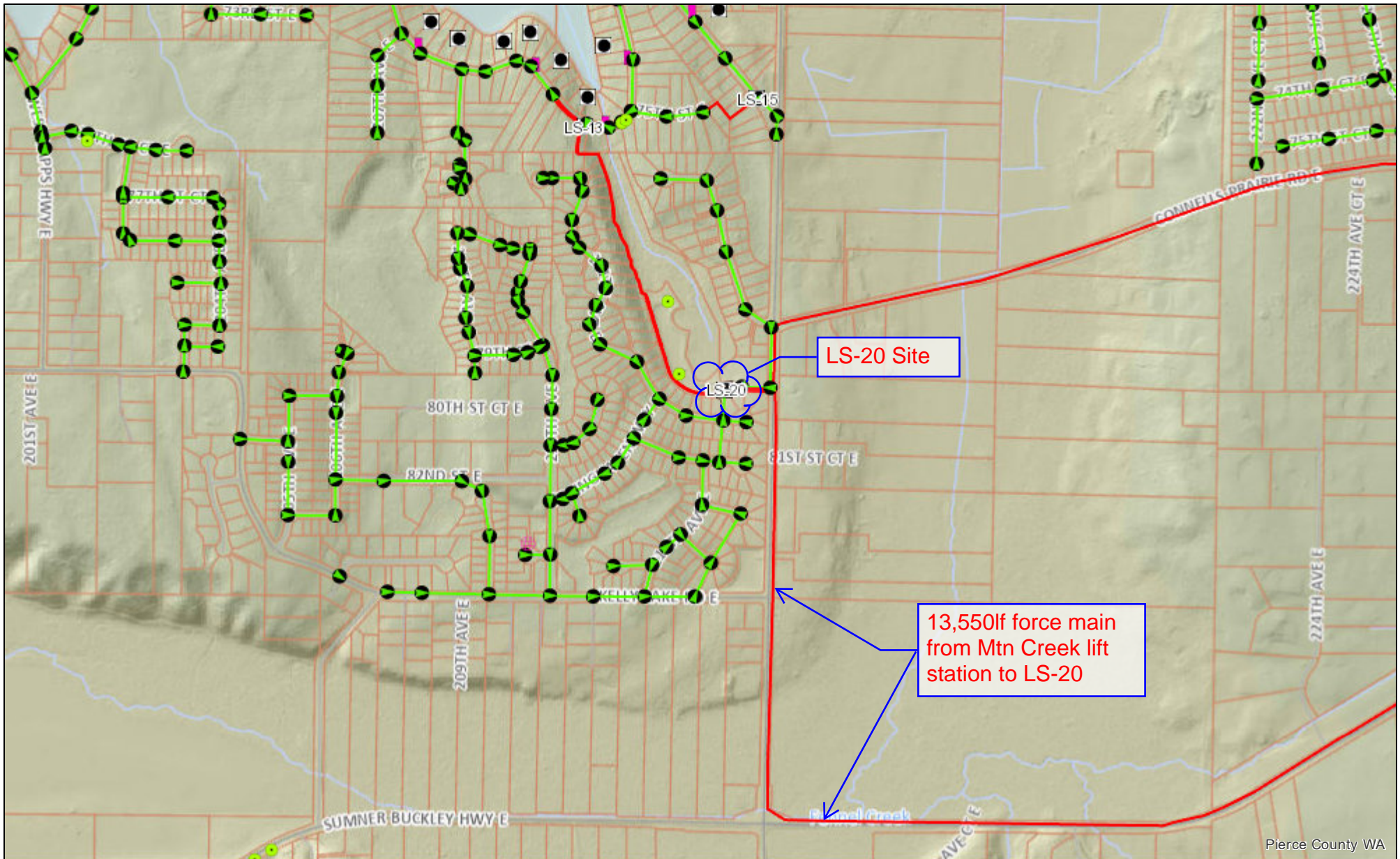
Passed by the City Council this 22nd day of March, 2022.

Michael McCullough, Mayor



AUTHENTICATED:

Sadie Schaneman, CMC, City Clerk



Lift Station 20 Rehabilitation



Urban Growth Area

-  Official
-  Proposed



Access Lids

-  Open Channel Barriers
-  Sewer - Manhole - BL

Sewer - Pump - BL

-  Control Panel - BL

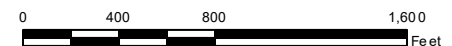
Sewer - Main - BL

-  Sewer Force Main
-  Sewer Gravity Main

Sewer - Facility - BL

-  Pump

1:9,600



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 22nd day of March, 2022, by and between the City of Bonney Lake ("City") and Parametrix, Inc. ("Consultant").

The parties hereby agree as follows:

1. **Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.
2. **Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.
3. **Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit A without written amendment to this Agreement, agreed to and signed by both parties.

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before

the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

5. **Extra Work.** The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. **Employment.** Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant's or Consultant's employees' work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant's employees, while so engaged, shall be the sole obligation and responsibility of the Consultant, except as provided in Section 12 of this agreement. The Consultant's relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The consultant shall include a provision substantially the same as this section in any and all contracts with sub consultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the

City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City's obligation to pay Consultant in accordance with subsections A and B below.

A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant are terminated by the City for fault on the part of the Consultant, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

10. **Termination by Consultant.** Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.

11. **Applicable Law; Venue.** The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.

12. Indemnification / Hold Harmless

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

13. **Subletting or Assigning.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

16. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

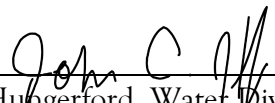
17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF BONNEY LAKE

CONSULTANT

By: _____
Michael McCullough, Mayor

By:  _____
JC Hungerford, Water Division Manager

Attachments:

Exhibit A: Scope of Work/Deliverables/Fee

Exhibit B: Rates

EXHIBIT A: SCOPE OF WORK

The Consultant shall perform the following services as directed by the City:

EXHIBIT A – SCOPE OF WORK

City of Bonney Lake Lift Station 20 Remodel

PROJECT OVERVIEW

The City of Bonney Lake (City) Public Works staff noticed that the concrete in Lift Station 20 is eroding due to high concentrations of hydrogen sulfide gas within the wet well. The City has requested that Parametrix prepare a set of contract documents for their small works roster, to provide a polyurea spray liner, new wet well lid, float tree replacement, conduit and junction box replacement, and temporary sewage bypass plan. Additional assumptions are provided under the work tasks provided below.

SCHEDULE

The goal of the City is to complete the lift station remodel by December 31, 2022. This scope of work assumes that Parametrix will receive notice to proceed on or before April 1, 2022, and includes the following interim schedule milestones:

- Complete 90% lift station and force main bid documents: May 1, 2022.
- Bid Project June 2, 2022.
- Open bids: June 16, 2022.
- Construction complete including paperwork closeout: October 30, 2022.

PHASE 1 – LIFT STATION 20 REMODEL

Task 1 – Project Management & QA/QC

Goal

To provide the tools for continuous tracking of the project schedule and budget, project quality assurance and control, and status of deliverables to ensure that the project is executed as expected by the City. This task will also provide internal reviews of major deliverables prior to key schedule milestones to ensure project quality.

Assumptions

- One project management meeting at the City of Bonney Lake Public Works Center is included in the budget.
- Monthly progress reports and invoices will be provided until the end of the month when bids are open.

Approach

- QC reviews will be completed at the following milestones:
 - 90% Deliverable
 - Final Bidding Documents

Deliverables

- Monthly progress reports and invoices.
- Meeting Agendas and Notes.
- QC records will be provided upon request.

Task 2 – 90% Design

Goal

To prepare plans, contract documents, specifications, and engineer's opinion of probable construction cost to a 90% completion level.

Approach

- Parametrix will perform a site visit with City staff to evaluate the ability to reuse the existing telemetry conduit and condition of the intrinsically safe space in the existing panel. Parametrix will also confirm that existing electrical system can accommodate the new transducer relay to replace the existing float relays. One 4 hour site visit by one Parametrix staff person will be needed to support this evaluation as well as additional office work.

Assumptions

Major assumptions for the lift station design effort include:

- The top hatch of the wet well will be replaced and will include a davit arm and fall protection.
- The existing float tree will be replaced with a pressure transducer.
- The existing conduit and junction boxes damaged by hydrogen sulfide gas will be replaced.
- The wet well will be lined with a spray liner such as Aquataflex 506.
- The existing force main will be hot tapped and a new connection provided for bypass pumping.
- The project schedule assumes that the design will be completed in a continuous process concurrently with the City's review of project deliverables.

Deliverables

- Three copies of half-size (11-inch by 17-inch) plans
- Three copies of the 90% specifications.
- One copy of the updated probable cost of construction.

Task 3 – Final Design

Goal

To prepare sealed final bidding documents, including drawing and specifications; and provide an update to the engineer's opinion of probable construction cost.

Approach

- Parametrix will incorporate the City's comments on the 90% submittal and sign and stamp the plans, specifications, and estimate to send to public bid.
- A small works format will be used for the contract documents.

The final submittal is assumed to include the following drawings for civil, structural, and electrical:

Drawing List

G1	Vicinity Map and Sheet Index
G2	Legend, Abbreviations, and Notes
C1	Civil Site Layout
C2	Sewer Bypass Plan
S1	Wet Well Lid Details
E1	Electrical One-Line Diagram and Signal Details

Assumptions

- The City will be responsible for the administration of the bidding process.

Deliverables

- Three copies of half-size (11-inch by 17-inch) final plans, contract documents, and engineer's estimate of probable cost.
- Final engineer's estimate of probable construction cost in MS Excel format.
- Electronic copy of all final deliverables in their respective native format(s).

Task 4 – Construction Support

Goal

To provide miscellaneous support to the City during the construction phase. No specific tasks are anticipated but support will be given on an as needed basis, when requested by the City.

Approach

- Tasks will be authorized by the City prior to Parametrix performing support services.
- The task budget will not be exceeded without prior authorization from the City.

Assumptions

- The task requests will be a few hours per request and potential task requests will be minor plan revisions or site visits during construction.

EXHIBIT B: RATES

**City of Bonney Lake
Lift Station 20 Remodel
Budget Estimate**

					John L. Wright	Randy Raymond	Younis Mahmoodi	Connor Wittman	Jeff Reinmuth	Amanda B. Lucas	April Whittaker	Jessica Lavaris
					Sr Engineer	Sr. Consultant	Engineer III	Sr. Engineer	Designer IV	Publications Supervisor	Sr Project Control Specialist	Project Accountant
Burdened Rates:					\$225.00	\$250.00	\$150.00	\$195.00	\$155.00	\$140.00	\$140.00	\$110.00
Task	SubTask	Description	Labor Dollars	Labor Hrs								
01		Design Services										
	01	Project Administration & QA/QC	\$5,310.00	26	10	8				2	4	2
	02	90% Design	\$18,400.00	116	4		68	12	32			
	03	Final Design	\$10,720.00	68	4		24	8	12	16	4	
	04	Construction Support	\$5,030.00	26	10		4	8	4			
Labor Totals:			\$39,460.00	236	28	8	96	28	48	18	8	2
Totals:			\$39,460.00		\$6,300.00	\$2,000.00	\$14,400.00	\$5,460.00	\$7,440.00	\$2,520.00	\$1,120.00	\$220.00

Other Direct Expenses

Mileage - \$0.575/mile	\$100.00
Other Direct Expenses Total:	\$100.00

Project Total **\$39,560.00**

Parametrix Puget Sound Billing Rate Ranges - October 1, 2021 through September 30, 2022

Classification	Grade	Min/Max Rate		Classification	Grade	Min/Max Rate	
CADD Operator I	8	\$100	\$120	Jr. Planner	8	\$100	\$120
CADD Operator II	9	\$110	\$130	Planner I	10	\$115	\$140
CADD Operator III	11	\$120	\$150	Planner II	11	\$120	\$150
CADD Supervisor/Technical Lead	12	\$130	\$160	Planner III	12	\$130	\$160
CADD Services Manager	14	\$150	\$180	Planner III	13	\$135	\$165
				Planner IV	14	\$155	\$185
Jr. Designer	8	\$100	\$120	Sr. Planner	15	\$170	\$210
Designer I	10	\$115	\$145	Sr. Planner	16	\$185	\$225
Designer II	11	\$125	\$155	Sr. Planner	17	\$200	\$240
Designer III	12	\$135	\$165				
Designer III	13	\$145	\$175	Jr. Scientist/Biologist	8	\$100	\$120
Designer IV	14	\$150	\$180	Scientist/Biologist I	10	\$115	\$140
Sr. Designer	15	\$165	\$205	Scientist/Biologist II	11	\$120	\$150
Sr. Designer	16	\$180	\$220	Scientist/Biologist III	12	\$130	\$160
Sr. Designer	17	\$195	\$235	Scientist/Biologist III	13	\$135	\$165
				Scientist/Biologist IV	14	\$155	\$185
Jr. Engineer	8	\$105	\$125	Sr. Scientist/Biologist	15	\$170	\$210
Engineer I	10	\$120	\$150	Sr. Scientist/Biologist	16	\$185	\$225
Engineer II	11	\$125	\$155	Sr. Scientist/Biologist	17	\$200	\$240
Engineer III	12	\$135	\$165				
Engineer III	13	\$150	\$180	Environmental Technician I	7-8	\$100	\$120
Engineer IV	14	\$160	\$200	Environmental Technician II	9	\$110	\$130
Sr. Engineer	15	\$180	\$220	Environmental Technician III	10	\$115	\$140
Sr. Engineer	16	\$195	\$235				
Sr. Engineer	17	\$210	\$260	Jr. Hydrogeologist	8	\$100	\$120
Sr. Consultant	18	\$235	\$285	Hydrogeologist I	10	\$115	\$140
Sr. Consultant	19	\$245	\$295	Hydrogeologist II	11	\$120	\$150
				Hydrogeologist III	12-13	\$135	\$165
Electrical Designer I	11	\$125	\$155	Hydrogeologist IV	14	\$155	\$185
Electrical Designer II	12	\$140	\$170	Sr. Hydrogeologist	15	\$170	\$210
Electrical Designer III	13	\$155	\$185	Sr. Hydrogeologist	16	\$185	\$225
Electrical Designer IV	14	\$160	\$195	Sr. Hydrogeologist	17	\$200	\$240
Sr. Electrical Designer	15-16	\$185	\$225				
Sr. Electrical Designer	17	\$205	\$250	GIS Technician	9	\$110	\$130
Electrical Engineer I	11	\$125	\$155	GIS Analyst	10	\$115	\$140
Electrical Engineer II	12	\$135	\$165	Sr. GIS Analyst	11	\$120	\$150
Electrical Engineer III	13	\$150	\$180				
Electrical Engineer IV	14-15	\$170	\$210	Graphic Designer	10-11	\$120	\$150
Sr. Electrical Engineer	16-17	\$195	\$235	Sr. Graphic Designer	12-13	\$135	\$165
Sr. Electrical Engineer	18	\$225	\$275				
				Publications Specialist I	8	\$95	\$115
Jr. Surveyor	8	\$100	\$120	Publications Specialist II	9-10	\$110	\$130
Surveyor I	9	\$110	\$130	Sr. Publications Specialist	10-11	\$115	\$145
Surveyor II	10	\$115	\$140	Publications Supervisor	12-13	\$130	\$160
Surveyor III	11	\$125	\$155	Technical Editor	10-11	\$120	\$150
Sr. Surveyor	12	\$135	\$165	Sr. Technical Editor	12-13	\$130	\$160
Sr. Surveyor	13	\$165	\$205				
Survey Supervisor	14-15	\$175	\$215	Technical Aide	7	\$90	\$110
Survey Supervisor	16-17	\$190	\$230	Sr. Technical Aide	8	\$100	\$120
Survey Prevailing Wage*				Project Coordinator	9	\$110	\$130
				Sr. Project Coordinator	10	\$115	\$140
Jr. Inspector	8	\$100	\$120	Project Controls Specialist	11	\$120	\$150
Construction Inspector	10-11	\$120	\$150	Sr. Project Controls Specialist	12-13	\$135	\$165
Sr. Construction Inspector	12-13	\$135	\$165				
Resident Engineer	13	\$145	\$175	Project Accountant	9	\$110	\$130
Resident Engineer	14	\$155	\$185	Sr. Project Accountant	10-11	\$120	\$150
Construction Manager I	12-14	\$155	\$185	Accounting Specialist	9	\$110	\$130
Construction Manager II	15-17	\$165	\$205	Sr. Accounting Specialist	10-11	\$115	\$140
Sr. Construction Manager	15	\$175	\$215				
Sr. Construction Manager	16-17	\$195	\$235	Admin Assistant	7	\$90	\$110
Owner's Representative	18-19	\$215	\$265	Sr. Admin Assistant	8	\$100	\$120
				Office Administrator	10-11	\$120	\$150
Division Manager	16-17	\$200	\$240	Sr. Office Administrator	12-13	\$130	\$160
Regional Division Manager	18-19	\$215	\$265	Office Administrative Manager	14-15	\$155	\$185
Operations Manager	16-17	\$200	\$240	Business Manager	15-16	\$165	\$205
Operations Manager	18-19	\$230	\$280	Sr. Contract Administrator	12-13	\$135	\$165
Program Manager	18-20	\$235	\$285	Director of Risk Management	20	\$255	\$315
Principal Consultant	19	\$230	\$280				
Principal Consultant	20	\$250	\$305	UAV Pilot	12-13	\$160	\$200
Vice President/Sr. Vice President	18-20	\$250	\$305	Expert Witness		\$355	\$435

* Prevailing Wage Rates apply to construction surveying on all Washington Public Works Projects.

ZWA 2021-2022

City of Bonney Lake
City Council Agenda Bill (AB)

Department / Staff Member: Bryan Jeter, Chief of Police	Meeting/Workshop Date: March 22, 2022	Agenda Bill Number: AB22- 40
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3028	Councilmember Sponsor:

Agenda Subject: Recognition Bonus Memorandum of Understanding with the Bonney Lake Police Guild

Full Title/Motion: A Resolution of The City Council of The City of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Memorandum Of Understanding With The Bonney Lake Police Guild Granting A Recognition Bonus For Commissioned Members And CSOs.

Administrative Recommendation: Approve

Background Summary: The City of Bonney Lake has made an on-going commitment to public safety. It is imperative that the Bonney Lake Police Department attracts, and retains, quality police officers. The City of Bonney Lake recognizes the sacrifices our officers have made, especially during the past two years, and appreciate the commitment the officers have made to the Bonney Lake Police Department as well as our community. This memorandum of understanding will grant commissioned personnel and CSOs a 1.5% recognition bonus, effective April 1, 2022.

Attachments: Memorandum of Understanding

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$0		-\$58,000		<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other

Budget Explanation: Not budgeted

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee:	Public Safety	Approvals:	Yes	No
		Chair/ Councilmemner	Justin Evans	<input type="checkbox"/>
Committee Date: March 8, 2022		Councilmember	Gwendolyn Fullerton	<input type="checkbox"/>
		Councilmember	Angela Baldwin	<input type="checkbox"/>
Forwarded to:		Consent Agenda:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION

Workshop Date(s):
Meeting Date(s): March 22, 2022

Public Hearing Date(s):
Tabled to:

APPROVALS

Director: Bryan Jeter	Mayor: MM	Date Reviewed by City Attorney: (if applicable)
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RESOLUTION NO. 3028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE BONNEY LAKE POLICE GUILD GRANTING A RECOGNITION BONUS FOR COMMISSIONED MEMBERS AND CSOs.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Memorandum of Understanding between the City of Bonney Lake and the Bonney Lake Police Guild, attached hereto and incorporated herein by this reference.

PASSED by the City Council this 22nd day of March, 2022.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie Schaneman, CMC, City Clerk

Memorandum of Understanding (MOU)
by and between
The City of Bonney Lake (City)
and the
Bonney Lake Police Guild (Guild)

Recital:

The City of Bonney Lake has made an on-going commitment to public safety. It is imperative that the Bonney Lake Police Department attracts, and retains, quality police officers. The City of Bonney Lake recognizes the sacrifices our officers have made, especially during the past two years, and appreciate the commitment the officers have made to the Bonney Lake Police Department as well as our community.

Now therefore, the parties agree as follows:

All commissioned Police Officers and Community Service Officers in the Bonney Lake Police Guild will receive a one-time wage increase of 1.5% in recognition of the changes in working conditions and service during the past two year. This will be effective on April 1, 2022 and is not retroactive.

AGREED this 22 day of March, 2022.

CITY OF BONNEY LAKE

BONNEY LAKE POLICE GUILD

Michael McCullough, Mayor

Brian Van Sickle, President

Bryan Jeter, Chief of Police

Marcus Koehn, Vice President

Kristine Yanez, Vice President of Support

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Public Services Department Jason Sullivan – Planning & Building Supervisor	Meeting/Workshop Date: March 22, 2022	Agenda Bill Number: AB22-42
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2973	Sponsor:

Agenda Subject: Bonney Lake/Sumner Building Inspection Services Interlocal Agreement

Full Title/Motion: A Resolution Of The City Of Bonney Lake, Washington, Authorizing The Mayor To Sign An Interlocal Agreement Between The City Of Bonney Lake, Washington And The City Of Sumner, Washington For Building Inspection Services.

Administrative Recommendation: Approve

Background Summary: In 2019, the City passed Resolution 2653 authorizing the Mayor to sign an Interlocal Agreement (ILA) with the City of Sumner to provide back-up building inspection services for Sumner when Sumner's only building staff member was on vacation or calls in sick until December 31, 2020. Bonney Lake received full cost recovery plus an administrative fee. The ILA stipulated that the City is only required to provide building inspections services, if the City has sufficient staffing capacity to provide the requested service. Sumner requested the ILA be extended, but since the extension was not completed prior to the ILA expiring the cities will be entering into a new ILA instead. Resolution 2973 would authorize the Mayor to sign the new ILA that runs through 2023 and updates the hourly rates, which increase each year over the life of the ILA to ensure a full cost recovery for these efforts.

Attachments: Resolution 2973 and Bonney-Sumner Building Services ILA

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance
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Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Date: March 15, 2022

Approvals:

Chair/Councilmember	Dan Swatman	X	<input type="checkbox"/>
Councilmember	Kelly McClimans	X	<input type="checkbox"/>
Councilmember	Tom Watson	X	<input type="checkbox"/>

Yes No

Forward to:

Consent Agenda: ☒ Yes ☐ No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s): March 22, 2022

Tabled to Date:

APPROVALS

Director:
Ryan Johnstone, P.E.

Mayor:
Michael McCullough

**Date Reviewed
by City Attorney:**
(if applicable):

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RESOLUTION NO. 2973

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BONNEY LAKE, WASHINGTON AND THE CITY OF SUMNER, WASHINGTON FOR BUILDING INSPECTION SERVICES.

WHEREAS, RCW 39.34, the Interlocal Cooperation Act allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other for services; and

WHEREAS, Cities of Bonney Lake and Sumner mutually desire to continue the contractual relationship allowing for the periodic use of the City's Building Staff by the City of Sumner; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON HEREBY RESOLVES AS FOLLOWS:

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached Interlocal Agreement with the City of Sumner for Building Inspection Services

PASSED BY THE CITY COUNCIL this 22 day of March, 2022.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie Schaneman, CMC, City Clerk

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INTERLOCAL COOPERATION AGREEMENT

Building Services

THIS INTERLOCAL AGREEMENT (“the Agreement”) is entered under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Sumner, Washington (“Sumner”) and the City of Bonney Lake, Washington (“Bonney Lake”), both municipal corporations organized under the laws of the State of Washington, to establish a contractual relationship under which each city will avail the services of its Building Staff to the other city on an as-needed basis.

Recitals

WHEREAS, both Sumner and Bonney Lake (each a “Party” and collectively “the Parties”) are “public agencies” as defined by Chapter 39.34 RCW, and are authorized by that statute to cooperate on a basis of mutual advantage to provide for services and facilities; and

WHEREAS, the Parties mutually desire to establish a contractual relationship providing for the periodic use of each Party’s Building Staff by the other Party on an as-needed basis; and

WHEREAS, the Parties desire to execute this Agreement to define their respective rights, obligations, costs and liabilities;

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, and other good and sufficient consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

Terms

Section 1. Authority and Purpose. This Agreement is executed pursuant to Chapter 39.34 RCW as a cooperative endeavor of the Parties. The purpose of this Agreement is to establish a contractual relationship providing for each Party’s use, on an as-needed basis, of the other Party’s Building Official or Building Inspector (“Building Staff”), and to set forth the Parties’ respective rights, obligations, costs and liabilities regarding this undertaking. This Agreement will be reasonably construed in furtherance of said purpose.

Section 2. Services. Each Party will avail its Building Staff to provide services for and at the direction of the other Party and within the other Party’s regulatory jurisdiction subject to this section. The Party requesting the services of the other Party’s Building Staff is the “the Requesting City” and the Party providing such services is the “the Providing City”.

A. The services provided to and for the Requesting City by the Providing City’s Building Staff include all responsibilities, tasks, duties and functions designated by the State Building Code (Chapter 19.27 RCW) and any applicable regulations, plans and policies of the Requesting City, as well as any related services directed by the Requesting City’s Mayor or his or her designee. Such services include without limitation the review and approval of project permit plans, site inspections, code enforcement, and issuance of code interpretations.

B. In addition to any requirements set forth in applicable regulations, plans or policies, the following provisions apply to services for the Requesting City:

(1) **Work Hours.** Services performed for the Requesting City will be those requested by the Requesting City, subject to the availability of the Building Staff to perform such services, as determined in the Providing City's sole discretion. Services performed for the Requesting City by the Building Staff, inclusive of travel time, will be during normal business hours (7:00 a.m. to 5:00 p.m.). The Parties acknowledge that the Building Staff's availability to perform services for the Requesting City is dependent upon his or her availability, as the first priority remains with the Providing City.

(2) **Office Space.** When providing services to and for the Requesting City, the Building Staff will operate primarily from the Requesting City's City Hall. The Requesting City must provide access to an office workstation at the Requesting City's City Hall for the Building Staff's reasonable use.

(3) **Vehicle Use.** To perform site inspections and other duties from the Requesting City's City Hall, the Building Staff will use a vehicle furnished and insured by the Requesting City, if available. The Building Staff must maintain a valid Washington State driver's license throughout the term of this Agreement.

(4) **Tools and Equipment.** Except as otherwise specified in this Agreement or as specifically authorized by the Providing City, the Building Staff will use the Requesting City's tools and equipment to provide services to and for the Requesting City.

(5) **Insurance.** The Requesting City shall provide insurance, including Commercial General Liability, Auto Liability, and Workers Compensation or risk pool coverage providing same to the extent available, encompassing the Building Staff's performance of services for the Requesting City in the same manner as provided for the Requesting City's employees. Such coverage must commence when the Building Official physically arrives at the Requesting City's City Hall, must extend throughout the period of each day during which the Building Staff is providing services for the Requesting City, and terminate at the end of the business day when the Building Staff physically departs the Requesting City's City Hall premises or other premises at which the Building Staff is providing services for the Requesting City. The Providing City shall provide insurance or risk pool coverage for the Building Staff encompassing all other times and activities, including without limitation the Building Staff's transportation between the Providing City's City Hall and the Requesting City's City Hall.

Section 3. Costs and Payment. The services provided to the Requesting City by the Building Official shall be paid at the rates and in the manner set forth in this section.

A. **Compensation.** The Requesting City shall reimburse the Providing City on a monthly basis for wages (salary plus employer-paid benefits) at the rates shown on Exhibit "A" attached hereto, for the actual hours the Building Staff worked on behalf of Receiving City.

B. **Mileage Reimbursement.** Separate from and additional to the compensation rates set forth in subsection (A), the Requesting City will reimburse the Providing City for the Building Staff's daily transportation between the Providing City's City Hall and the Requesting City's City Hall at the then-current standard IRS mileage rate.

C. Invoice and Payment Procedure. The Providing City's Building Staff is responsible for tracking the hours worked for the Receiving City and provide those hours to the Providing City. The Providing City will submit monthly written invoices to the Requesting City for services rendered by the Providing City during the preceding month. Each invoice will detail the services provided and any reimbursable expenses incurred. The Requesting City will remit payment in full to the Providing City within thirty (30) days of receiving each invoice or will be subject to the Providing City's standard fees, interest and/or penalties.

Section 4. Term. This Agreement shall be effective upon mutual execution by the Parties, and will remain effective until December 31, 2023, unless terminated earlier in accord with Section 5. The Agreement can be extended by the Mayor or their designee, by mutual agreement in writing signed by both Parties, for successive one year terms up to a total of six additional years provided that, the rates are updated at the same time to cover the cost of providing the services.

Section 5. Termination. Either Party may terminate this Agreement with or without cause by providing the other Party with thirty (30) days written notice of its intent to terminate. Each Party shall remit timely payment to the other party for all satisfactory services rendered by the other party's Building Staff prior to the effective date of any termination or expiration of this Agreement.

Section 6. Modification. This Agreement may be modified by further written agreement upon mutual acceptance by both parties.

Section 7. Administration; No Separate Entity Created. The Sumner Mayor and the Bonney Lake Mayor shall serve as joint administrators of this Agreement. No separate legal entity is formed hereby.

Section 8. Property Acquisition, Retention and Disposition. No joint acquisition of real or personal property is contemplated by this Agreement. Except as provided in this section, any other real or personal property acquired by a Party will remain within the sole and exclusive ownership of that Party following the termination or expiration of this Agreement.

Section 9. Indemnification. The Requesting City shall defend and indemnify the Providing City's Building Staff from and against any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the Providing City's Building Staff, performed under the direction of the Requesting City. Such indemnity and defense shall be provided on the same terms and to the same extent as afforded to each City's own employees under Bonney Lake Municipal Code Chap. 2.52 and Sumner Municipal Code 2.118.

It is further specially and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

Section 10. Governing Law and Venue. This Agreement is governed by the laws of the State of Washington. The venue for any action arising out of this Agreement is the Superior Court for Pierce County, Washington.

Section 11. No Employment Relationship Created. The parties specifically agree that the Building Staff from Providing City remain the employees of the Providing City and are not employees of the Requesting City and as such the Providing City is exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the Building Official except as expressly set forth in this Agreement.

Section 12. Notices. Notices to Sumner must be sent to the following address:

**City of Sumner
Attn: Mayor
1104 Maple Street, Suite 200
Sumner, WA 98390**

Notices to Bonney Lake must be sent to the following address:

**City of Bonney Lake
Attn: Mayor
PO Box 7380
Bonney Lake, WA 98391**

Section 13. Duty to File Agreement with County Auditor. Prior to this Agreement's entry into force, Bonney Lake must, pursuant to RCW 39.34.040, (1) file this Agreement with the Pierce County Auditor's Office, or (2) list this Agreement by subject on Bonney Lake's internet web site.

Section 14. Integration. This document constitutes the entire agreement between the Parties, and, unless modified in writing by an amendment signed by the Parties, will be implemented exclusively as described above. All oral agreements and understandings related to the subject matter of this Agreement are superseded and null and void.

Section 15. No Third-Party Beneficiary Created. This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any party hereto.

Section 16. Signatory Warranty. Each signatory hereto warrants and represents that he/she has been authorized to execute this Agreement by appropriate action of the legislative body of his/her respective city.

Section 17. Execution in Counterparts. This Agreement may be executed in separate counterparts.

Section 18. Regulatory Authority Reserved. Nothing herein shall be construed as waiving, limiting or otherwise abridging in any manner regulatory authority or governmental powers of either party, which Sumner and Bonney Lake hereby expressly reserve in full.

EXECUTED this 22nd day of March, 2022.

CITY OF SUMNER

DocuSigned by:



3220AB72F52C4FD...
Kathy Hayden, Mayor

CITY OF BONNEY LAKE

Michael McCullough, Mayor

ATTEST/AUTHENTICATED

DocuSigned by:



9BA22DE678404D1...
Michelle Converse, CMC, City Clerk

ATTEST/AUTHENTICATED

Sadie Schaneman, CMC, City Clerk

APPROVED AS TO FORM

DocuSigned by:



20547440A6BD49A...
Andrea Marquez, Sumner City Attorney

APPROVED AS TO FORM

Kathleen Haggard, Bonney Lake City Attorney

Exhibit A Rate Schedule

City of Bonney Lake			
Position	2021 Hourly Rate	2022 Hourly Rate	2023 Hourly Rate
Senior Inspector	\$80	\$85	\$90
Building Inspector I	\$60	\$65	\$70

City of Sumner			
Position	2021 Hourly Rate	2022 Hourly Rate	2023 Hourly Rate
Building Official	NA	\$63	\$65

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Public Services Department Jason Sullivan – Planning & Building Supervisor	Meeting/Workshop Date: March 22, 2022	Agenda Bill Number: AB22-48
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3032	Sponsor:

Agenda Subject: Supplement Work Agreement – 2022 Development Code Maintenance Amendments

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Supplement Work Agreement With LDC, Inc. For The 2022 Development Code Maintenance Amendments.

Administrative Recommendation: Approve

Background Summary: On February 22, 2022, the City Council adopted Resolution 3009 amending the 2021 – 2022 Planning Commission Work Plan, which includes the 2022 Development Code Maintenance Amendments. This annual process is used to improve the clarity and effectiveness of the existing Development Code (Titles 14 through 19 of the Bonney Lake Municipal Code (BLMC)) and those portions of Title 12 and 13 BLMC that are related to development. The goal of this process is to keep information current, incorporate legislative revisions, address inconsistencies, correct minor errors, and improve confusing or ineffective provisions or standards. Under the Supplemental Work Agreement, staff will be identifying all the amendments and the consultant's role will be limited to preparing the actual ordinance and amendment table. The consultant will not be identifying any policy changes. This consultant support is needed due to current staffing levels.

Attachments: Resolution 3032 and Supplemental Work Agreement

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$112,500	\$56,342.50	\$16,000	\$40,342.50

Budget Explanation: The amount above included \$13,600 for the supplemental work agreement and a contingency of up to \$2,400 as the full extent of the amendments are still being developed.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	CDC	<i>Approvals:</i>		Yes	No
	Date: March 15, 2022	Chair/Councilmember	Dan Swatman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember	Kelly McClimans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember	Tom Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Forward to:	Consent Agenda:		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Commission/Board Review:					
Hearing Examiner Review:					

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): March 22, 2022	Tabled to Date:

APPROVALS

Director: <i>Ryan Johnstone, P.E.</i>	Mayor: <i>Michael McCullough</i>	Date Reviewed by City Attorney: (if applicable):
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RESOLUTION NO. 3032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE SUPPLEMENT WORK AGREEMENT WITH LDC, INC. FOR THE 2022 DEVELOPMENT CODE MAINTENANCE AMENDMENTS.

WHEREAS, October 12, 2021 the Bonney Lake City Council passed Resolution 2985 authorizing the Mayor to sign a Professional Service Agreement with LDC, Inc. to provide on-call planning consulting services; and

WHEREAS, the City desires to have the LDC, Inc render additional services as authorized Section 5 of the Professional Service Agreement other than specifically expressed in the original scope of work;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached Supplement Work Agreement with LDC, Inc. in the amount of \$13,600 and further authorize a contingency amount of \$2,400.

PASSED by the City Council this 22nd day of March 2022.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie Schaneman, CMC, City Clerk

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**SUPPLEMENT FOR EXTRA WORK
ON-CALL CONTRACT WITH THE LDC, INC.**

THIS SUPPLEMENT FOR EXTRA WORK is made and entered into this 22nd day of March, 2022, by and between the City of Bonney Lake ("City") and LDC, Inc. ("Consultant"), as authorized by the Professional Services Agreement for On Call Consulting Services ("Agreement") dated October 12, 2021 authorized under Resolution 2985.

WHEREAS, the City desires to have the Consultant render additional services as authorized by the scope of work in the Agreement and Amendment; and

NOW THEREFORE, LDC shall complete the extra work described below as authorized in Section 5 of the Agreement:

Supplemental Scope of Extra Work:

2022 Development Code Maintenance Package

The "2022 Annual Development Code Maintenance Amendments" is a process that improves the clarity and effectiveness of the Development Code (Titles 14 through 19 of the Bonney Lake Municipal Code). The goal of this process is to keep information current, incorporate legislative revisions, address inconsistencies, correct minor errors, and improve confusing or ineffective provisions or standards.

Task:

This task will include the following:

- Coordination and meetings with the client
- Meetings and hearings with Planning Commission/City Council (as needed)
- Preparation of materials for public meetings and hearing to support staff
- Preparation of amendment and justification table
- Preparation of comment matrix
- Preparation of draft/final ordinance
- Preparation of SEPA checklist

Assumptions:

- Marked-up versions of BLMC to be provided by client
- Budget estimate based upon 2020 Agenda Bill AB20-23 work with assumption that changes may be greater given an update did not occur in 2021.
- This is a Time and Expense (T&E) budget with hours estimate. Proposed budget will not be exceeded without written authorization from client. T&E is being proposed given the full extent of changes is still being developed.

Rates and Budget:


- The hourly rates will be based on the rates included within attached Exhibit A – 2022 rate sheet
- The total cost of the project will not exceed \$16,500

IN WITNESS WHEREOF, the parties hereto have executed this Supplement as of the date and year written above.

CITY OF BONNEY LAKE

CONSULTANT

By: _____
Michael McCullough, Mayor

By:  _____
Mark Villwock, Vice President

2022 RATE SHEET | STANDARD FEE SCHEDULE

The below list contains a schedule of fees for services performed by Land Development Consultants, Inc.

STAFF TYPE	RATE
Principal/Director	\$220
Senior Project Manager	\$200
Project Manager	\$180
Project Engineer	\$165
Design Engineer	\$145
E.I.T.	\$125
Senior Designer	\$165
Planning Manager	\$195
Senior Planner	\$170
Planner	\$150
Associate Planner	\$130
Permit Technician	\$105
Senior Land Surveyor	\$185
Professional Land Surveyor	\$170
Project Surveyor	\$150
Senior Survey Technician	\$140
Chief of Parties	\$160
Survey Technician	\$125
Survey Crew Chief II	\$150
Survey Crew Chief I	\$125
Survey Assistant	\$90
Clerical	\$80
Senior CAD Technician	\$140
Cad Technician III	\$130
CAD Technician II	\$120
CAD Technician I	\$110
Project Administrator	\$105
REIMBURSABLE	RATE
Outside Services	Cost + 15%
Plotting Color (24" x 36")	\$15.00 each
Plotting Black and White (24" x 36")	\$2.00 each
Color (11" x 17")	\$2.00 each
PDF File Conversion	\$105.00 / hr

This standard fee schedule is subject to annual adjustment on January 1st of each year to reflect increased costs due to inflation.

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City of Bonney Lake
City Council Agenda Bill (AB)

Department / Staff Member: Chief of Police / Bryan Jeter	Meeting/Workshop Date: March 22, 2022	Agenda Bill Number: AB22-51
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3033	Councilmember Sponsor:

Agenda Subject: Acceptance Of Attorney General Grant To Purchase Refrigeration Unit.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Chief Of Police To Accept A Grant From The Washington State Attorney General's Office For The Purchase Of A Refrigeration Unit.

Administrative Recommendation: Approve

Background Summary: In 2017 the Washington State Attorney General's Office (AGO) launched a Sexual Assault Kit Initiative to address the accumulation of unsubmitted sexual assault kits. To preserve sexual assault evidence, the AGO solicited applicants for grant funding to purchase refrigeration units. The Bonney Lake Police Department was recently notified that they had been selected to receive a grant. This grant will allow BLPD to preserve sensitive evidence in an effort to further support victims of sexual assault.

Attachments: Grant award letter

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$0		Up to \$3,500		<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other

Budget Explanation: Reimbursed

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee:	Finance	Approvals:	Yes	No
		Chair/Councilmemeber	Terry Carter	<input type="checkbox"/>
Committee Date: March 22, 2022		Councilmember	Dan Swatman	<input type="checkbox"/>
		Councilmember	Tom Watson	<input type="checkbox"/>
Forwarded to:		Consent Agenda:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION

Workshop Date(s):
Meeting Date(s): March 22, 2022

Public Hearing Date(s):
Tabled to:

APPROVALS

Director:
Bryan Jeter

Mayor:
MM

**Date Reviewed by
City Attorney:**
(if applicable)

RESOLUTION NO. 3033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CHIEF OF POLICE TO ACCEPT A GRANT FROM THE WASHINGTON STATE ATTORNEY GENERAL'S OFFICE FOR THE PURCHASE OF A REFRIGERATION UNIT.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Chief of Police is authorized to sign the grant acceptance letter from the Washington State Attorney General's Office for the purchase of a refrigeration unit.

PASSED by the City Council this 22nd day of March, 2022.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie Schaneman, CMC, City Clerk



Bob Ferguson
ATTORNEY GENERAL OF WASHINGTON

Financial Services Division
PO Box 40107 • Olympia, WA 98504-0107 • (360) 586-3003

March 14, 2022

Greetings:

As you know, in 2017 my office launched a Sexual Assault Kit Initiative (SAKI) to address the accumulation of unsubmitted sexual assault kits, and holistically improve our state's response to sexual assault. Thanks to the work of our Initiative and others, the state has cut the backlog of untested sexual assault kits in half. This project is a collaborative effort with law enforcement, victim advocates, sexual assault nurse examiners, prosecutors, and others.

As part of that partnership, I am pleased to announce that your agency is selected to receive an award from my office to purchase a refrigeration unit for storage of evidence from sexual assault investigations.

Working together, we will solve these crimes, to hold those responsible accountable, and to find justice for victims.

Thank you for your commitment to public safety and for tackling these difficult cases. We are honored to play a part in nationwide efforts to address the accumulation of unsubmitted sexual assault kits and to contribute to your important work.

Sincerely,

BOB FERGUSON
Attorney General



Bob Ferguson

Financial Services Division

PO Box 40107 • Olympia, WA 98504-0107 • (360) 586-3003

March 14, 2022

Bonney Lake Police Department
Contact: Captain Ben Stamper
DUNS 177094588
18421 Veteran's Memorial Drive
Bonney Lake, WA 98391

RE: **Federal Grant Info:** SAKI 2017-AK-BX-0016 Grant; CFDA 16.833; US DOJ, OJP, BJA;
10/1/17-9/30/22; Attorney General of Washington (pass-thru agency) Award \$3,000,000

Subrecipient: Bonney Lake Police Department

Contract: RU-22-04

Subaward: up to \$3,500.00 for Purchase of Requested Refrigeration Unit

The Washington State Office of the Attorney General (AGO) is pleased to announce that the Bonney Lake Police Department has been selected to receive an award to purchase a refrigeration unit to help with storage of evidence from sexual assault investigations as outlined in the Subrecipient Commitment form that your agency submitted to AGO Grants.

Please sign and date below to acknowledge acceptance of this grant and return to FISGrants@atg.wa.gov by March 31, 2022. Please review the attached A19-1 Voucher form and verify that your statewide vendor number is correct.

This is a cost reimbursement grant and funds will not be awarded in advance. Upon purchase of this unit, please submit any invoices and receipts for reimbursement along with a photo of the purchased refrigeration unit to FISGrants@atg.wa.gov. The unit must be purchased and received prior to September 30, 2022.

The Attorney General's Office would like to thank you for your commitment to public safety and for partnering with the AGO in its efforts to address the accumulation of unsubmitted sexual assault kits and provide answers to survivors and their families.

We look forward to our continued partnership on this important project. If you have any questions, please email FISGrants@atg.wa.gov.

Sincerely,



John Hillman, Division Chief
Criminal Justice

Attachments

cc: Mike Webb, Chief of Staff
Mark Melroy, Chief Financial Officer
Brionna Aho, Communications Director
Katharine Hemann, AAG, SAKI Site Coordinator
Marci Phillips, Grant Manager
Cherié Norris, Grant and Contract Supervisor

ACKNOWLEDGEMENT AND ACCEPTANCE OF GRANT AWARD

Bonney Lake Police Department

Signature and Date

Printed Name and Title

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Public Services / Marlyn Campbell	Meeting/Workshop Date: 22 March 2022	Agenda Bill Number: AB22-46
Agenda Item Type: Motion	Ordinance/Resolution Number:	Councilmember Sponsor:

Agenda Subject: Motion to Accept as Complete the SR410 Storm/Swale Improvements project.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The SR410 Storm/Swale Improvements Project With CCT Construction, Inc.

Administrative Recommendation: Approve

Background Summary: Resolution 2936 dated May 24, 2021 awarded the construction contract CCT Construction Inc. for the SR410 Storm/Swale Improvements project. This project provided stormwater and swale improvements along the south-side of SR410 from 195th Ave E installing 394 LF of Storm sewer pipe before typing into an existing stormwater culvert. Other Improvements included erosion control, swale and ditch restoration and traffic control on SR410 Hwy.. See attached Project Completion Report for detailed information on this project.

As a matter of housekeeping, this project has been reconciled, accepted by the City Engineer and the project close out documents are complete. DOR, Employment Security and L & I have been notified and we are awaiting confirmation from these three organizations that there are no unpaid taxes and wages.

Attachments: Project Completion Report, Bill of Sale, Notice of Completion of Public Works Contract

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other

Budget Explanation: Release of Retainage in the amount of \$7,692.65.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	<i>Approvals:</i>	Yes	No
Date:	Chair/Councilmember Dan Swatman	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Tom Watson	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Kelly McClimans	<input type="checkbox"/>	<input type="checkbox"/>
Forward to:	Consent Agenda:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): March 22, 2022	Tabled to Date:

APPROVALS

Director:
Ryan Johnstone

Mayor:
Michael McCullough.

**Date Reviewed
by City Attorney:**
(if applicable)

PUBLIC WORKS - PROJECT COMPLETION REPORT

Project Title: SR410 Swale/Storm Improvements

Project Financing Summary:

Project Revenue Sources:

Budget Authorized by City Council:			<u>\$235,114</u>
City Fund Source(s):	Storm- SDC	235,114	
Total Project Budget Utilized=			<u>\$230,610</u>

Project Expenditures:

Study =			N/A
Design =			<u>\$28,994</u>
<u>Total Construction</u>			<u>\$201,616</u>

Engineer's Estimate =		
	<u>Contract Award Amount</u>	<u>Actual</u>
Low Bid/Contract=	\$133,830	133,481
Contingency- 10%=	\$13,380	21,908
Field Engineering Service =	\$53,862	46,227
	<u>\$201,072</u>	<u>201,616</u>

Total Project Cost =		<u>\$230,610</u>
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Total Budget for construction=		\$201,072
Actual		<u>\$201,616</u>
Under Budget=		\$544

Actual Revenue Sources utilized for project:

Budget Authorized by City Council:		<u>\$235,114</u>
Total Actual for complete project=	230,610	

Under Budget=	\$4,504
----------------------	----------------

Planning**Actual Costs**

Comprehensive Facilities Plan Approved by City Council:

2019

Study Required: N/A

FY Funding in Budget: N/A

Study Contract NTP Date: N/A

Study Contract Completion Date: N/A

Planning Actual
Total =

\$0

Design

Date RFP Issued

N/A

Design Contract Award Date:

2/23/2021

Design Contract Completion Date:

5/4/2021

Design Consultant(s):

KPG

Contract Amount:

\$34,042.00

\$28,994

Scope of Work Changes:

Date

1 None

Change Order Summary:

1 None

Actual Total
=

\$28,994

Construction

Date of Advertisement:

4/14/2021

Bid Opening Date:

4/28/2021

Engineer's Estimate:

\$168,930

Low Responsive/Responsible Bid:

\$133,830

\$133,481

General Contractor

CCT Construction

Contract Award Date:

5/25/2021

Contract Completion Date:

1/30/2022

Closeout Date:

3/22/2022

Date

Scope of Work Changes:

1 None

Change Order Summary:

1 Pole Base Replacement

\$20,372

Other Construction

Advertising

\$409

Project Management Services

\$46,227

WSDOT Inspections

\$1,126

Construction

Actual Total

\$201,616

Total Project

Cost=

\$230,610

PW Infrastructure Addition(s):

See attached Bill of Sale form

City of Bonney Lake, Pierce County
BILL OF SALE

Updated January 30, 2014

Project Title SR 410 Swale/Storm Improvements

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned grantor(s) City of Bonney Lake do(es) by these presents hereby convey, set over, assign, transfer and sell to the City of Bonney Lake, Pierce County, Washington, a municipal corporation, the following described utility or other improvements and all appurtenances thereto, situated in Pierce County, Washington:

FINAL COST DATA AND INVENTORY:

WATER SYSTEM CONSTRUCTION/CONSTRUCTION COSTS

Amount	Unit	Size	Type	Item	Cost
	L.F. of		=	Water Main	\$
	L.F. of		=	Water Main	\$
	L.F. of		=	Water Main	\$
	L.F. of		=	Water Main	\$
	EACH of		=	Gate Valves	\$
	EACH of		=	Gate Valves	\$
	EACH of		=	Gate Valves	\$
	EACH of		=	Vaults	\$
	EACH of		=	Structure/Building	\$
	EACH of		=	Pumps	\$
	EACH of		=	Fire Hydrant Assemblies	\$
				Other Incidental Costs	\$
Include Sales Tax if applicable					\$
					% tax
TOTAL COST FOR WATER SYSTEM					\$
Cost of Fire Hydrants with applicable Sales Tax					\$

SANITARY SEWER SYSTEM CONSTRUCTION/CONSTRUCTION COSTS

Amount	Unit	Size	Type	Item	Cost
	L.F. of		=	Sewer Main	\$
	L.F. of		=	Sewer Main	\$
	L.F. of		=	Sewer Main	\$
	EACH of		=	Diameter Manholes	\$
	EACH of		=	Diameter Manholes	\$
	EACH of		=	Vaults	\$
	EACH of		=	Structure/Building	\$
	EACH of		=	Pumps	\$
				Other Incidental Costs	\$
Include Sales Tax if applicable					\$
					% tax

TOTAL COST FOR SANITARY SEWER SYSTEM \$

STORM DRAINAGE SYSTEM CONSTRUCTION/CONSTRUCTION COSTS

Amount	Unit	Size	Type	Item	Cost
394	L.F. of	24 inch	= plastic	Storm Lines	\$ 39,400
	L.F. of		=	Storm Lines	\$
3	EACH of	36 inch	= nyoplastic	Debris Cage	\$ 4,500
3	EACH of	36 inch	= nyoplastic	Storm Catch Basin	\$ 19,500
1	EACH of	48 inch	= Type 2	Storm Catch Basin	\$ 4,500
1	EACH of	48 inch	= Galvanized Steel	Debris Cage	\$ 2,400
				Other Incidental Costs	\$ 2,400
Include Sales Tax if applicable _____ % tax					\$
TOTAL COST FOR STORM DRAINAGE SEWER SYSTEM					\$ 72,700

STREET IMPROVEMENT CONSTRUCTION/CONSTRUCTION COSTS

Item	Amount	Unit	Cost
Curb, Gutter, Sidewalk		L.F.	\$
Asphalt Pavement		S.Y./L.F. of _____ width	\$
Sign Installation Complete		EACH	\$
Street Lighting		Lights/Pole _____ Poles	\$
Signalization		Signal/Pole _____ Poles	\$
			\$
		Other Incidental Costs	\$
Include Sales Tax if applicable _____ % tax			\$
TOTAL COST FOR STREET IMPROVEMENTS			\$

PARK IMPROVEMENT CONSTRUCTION/CONSTRUCTION COSTS

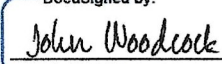
Amount	Unit	Size	Type	Item	Cost
			=		\$
			=		\$
			=		\$
			=		\$
			=		\$
			=		\$
			=		\$
			=		\$
			=		\$
				Other Incidental Costs	\$

Include Sales Tax if applicable	_____ % tax	\$ _____
TOTAL COST FOR PARK IMPROVEMENTS		\$ _____

ENGINEERING AND CONSTRUCTION SERVICES

Item	Cost
Engineering Design Services	\$ 28,994
Construction Services	\$ 47,353
Permitting fees	\$ _____

The said grantor(s) hereby warrants that he, they, it, is/are the sole owner(s) of all the property above described; that they have full power to convey all rights herein conveyed and agree to hold the City of Bonney Lake harmless from any and all claims which might result from execution of this document. IN WITNESS WHEREOF the grantor(s) has/have executed these presents this 16th day of March, 2022.

DocuSigned by:

 Name
 Title (project manager)

City Engineer



☒ Original
☐ Revised # _____

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: 23-Mar-22 **Contractor's UBI Number:** _____

Name & Mailing Address of Public Agency
City of Bonney Lake 9002 Main St. E. Box #13 Bonney Lake, WA 98391 UBI Number: 277000893

Department Use Only
Assigned to: _____
Date Assigned: _____

Notice is hereby given relative to the completion of contract or project described below

Project Name SR410 Swale/Stormwater Improvments	Contract Number 	Job Order Contracting <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es) This project provided stormwater and swale improvement along the south-side of SR 410 from 195th Ave E installing 394 LF of storm sewer pipe before tying into an existing stormwater culvert. Other improvements included erosion control, swale and ditch restoration, and traffic control on SR410 Hwy.		
Federally funded transportation project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
Contractor's Name CCT Construction Inc.	E-mail Address craig@cctconstruct.com	Affidavit ID* 1094580
Contractor Address 13018 Canyon Rd E Suite C Puyallup, WA 98373		Telephone # 253-232-6062
If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number. <input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
Name: _____		Bond Number: _____
Date Contract Awarded 5/25/21	Date Work Commenced 6/14/21	Date Work Completed 1/30/22
		Date Work Accepted 3/22/22
Were Subcontractors used on this project? If so, please complete Addendum A.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$ 133,830.00		
Additions (+)	\$ 20,372.19	Liquidated Damages \$	
Reductions (-)	\$ 349.25	Amount Disbursed \$	146,160.29
Sub-Total	\$ 153,852.94	Amount Retained \$	7,692.65
Sales Tax Rate _____ %			

(If various rates apply, please send a breakdown)

Sales Tax Amount	\$ _____		
TOTAL	\$ 153,852.94	TOTAL \$	153,852.94

NOTE: These two totals must be equal

Comments: This contract is not subject to sales tax (pursuant to WAC 458-20-171).
Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract. NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates. Submitting Form: Please submit the completed form by email to <u>all three</u> agencies below.

Contact Name: Marlyn Campbell
Email Address: campbellm@ci.bonney-lake.wa.us

Title: Contract Administrator

Phone Number: 253-447-4348



Addendum A: Please List all Subcontractors and Sub-tiers Below

This addendum can be submitted in other formats.

Provide known affidavits at this time. **No L&I release will be granted until all affidavits are listed.**

[illegible]

For tax assistance or to request this document in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711.

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Public Works / Triss Weber	Meeting/Workshop Date: 22 March 2022	Agenda Bill Number: AB22-49
Agenda Item Type: Motion	Ordinance/Resolution Number:	Sponsor:

Agenda Subject: Motion To Accept As Complete The 2021 Sewer Manhole Rehabilitation With Sun Coast Environmental NW Inc.

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The 2021 Sewer Manhole Rehabilitation With Sun Coast Environmental NW Inc.

Administrative Recommendation: Approve

Background Summary: Resolution 2968 dated August 24, 2021 awarded the construction contract to Sun Coast Environmental for the 2021 Sewer Manhole Rehabilitation. This Resolution approved the contract with the option of two one-year extensions. This contract repairs and improves utility manholes throughout the City that have various deficiencies including structural, I & I, safety and cleanliness. This completion marks the end of the first year of this Indefinite Delivery Quantities (IDQ) contract. See attached Project Completion Report for detailed information on this project. As a matter of housekeeping, this project has been reconciled, accepted by the Public Works Operations Engineer and the project closeout documents are complete. DOR, Employment Security and L & I have been notified and we are awaiting confirmation from these three organizations that there are no unpaid taxes and wages.

Attachments: Project Completion Report, Notice of Completion of Public Works Contract

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other

Budget Explanation: Release Retainage in the amount of \$3,780.21

COMMITTEE, BOARD & COMMISSION REVIEW

<p>Council Committee Review:</p> <p style="margin-left: 100px;">Date:</p> <p style="margin-left: 100px;">Forward to:</p> <p>Commission/Board Review:</p> <p>Hearing Examiner Review:</p>	<p>Approvals:</p> <table style="width: 100%;"> <tr> <td style="width: 80%;"></td> <td style="width: 10%; text-align: center;">Yes</td> <td style="width: 10%; text-align: center;">No</td> </tr> <tr> <td>Chair/Councilmember</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Councilmember</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Councilmember</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		Yes	No	Chair/Councilmember	<input type="checkbox"/>	<input type="checkbox"/>	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>	Councilmember	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No											
Chair/Councilmember	<input type="checkbox"/>	<input type="checkbox"/>											
Councilmember	<input type="checkbox"/>	<input type="checkbox"/>											
Councilmember	<input type="checkbox"/>	<input type="checkbox"/>											

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): March 22, 2022	Tabled to Date:

APPROVALS

Director: <i>Ryan Johnstone</i>	Mayor: <i>Michael McCullough.</i>	Date Reviewed by City Attorney: (if applicable)
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PUBLIC WORKS - PROJECT COMPLETION REPORT

Project Title: Sewer Manhole Rehabilitation - 2021

Project Financing Summary:

Project Revenue Sources:

Budget Authorized by City Council:
(2021 budget- \$90,000

\$90,000

Sewer- Rates

90,000

Total Project Budget Utilized=

\$82,711

Project Expenditures:

Study =

N/A

Design =

\$82,711

Total Construction

Engineer's Estimate =

N/A

Contract Award Amount

Actual

Low Quote/Contract- budget=

Contingency- 10%=

\$0

\$90,000

Field Engineering Services- 5% =

\$0

\$0

\$0

\$90,000

Total Project Cost =

\$82,711

Total Budget for construction=

\$90,000

Actual

\$82,711

Underbudget

\$7,289

Actual Revenue Sources utilized for project:

Budget Authorized by City Council:

\$90,000

Actual City Funds utilized:

Sewer- Rates

\$82,711

Summary of Manhole's Rehabilitated

Total Manholes-

Total Traffic Control-

Manhole Cleaning & Lining Preparation-

Lining of Manholes w. Spectrashield Liner System-

Insert a Manhole Step-

Adjustment of Manhole frame, cover & riser-

Manhole Rench & Inverts-

Reseal inflow/outflow pipe(s)-

Chemically Seal Manhole Infiltration Points-

Raise Sewer Valve Covers-

Planning**Actual Costs**

Comprehensive Facilities Plan Approved by City Council:

N/A

Study Required:

N/A

FY Funding in Budget:

N/A

Study Contract NTP Date:

N/A

Study Contract Completion Date:

N/A

Planning
Actual Total
=

\$0

Design

Date RFP Issued

N/A

Design Contract Award Date:

Design Contract Completion Date:

Design Consultant(s):

Scope of work developed by staff

\$0

Scope of Work Changes:

1

2

Change Order Summary:

1

Design Actual
Total =

\$0

Construction

Date of Advertisement:

7/16/2021

RFQ Opening Date:

8/5/2021

Engineer's Estimate:

N/A

Contract Award Date:

8/24/2021

Contract Completion Date:

12/21/2021

Closeout Date:

3/22/2022

Scope of Work Changes:

1 None

Change Order Summary:

1 None

Other Construction

Construction
Actual Total =

\$0

Total Project
Cost=

\$82,711

PW Infrastructure Addition(s):

Not Applicable



☒ Original
☐ Revised # _____

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: 3/23/2022 **Contractor's UBI Number:** 601 786 496

Name & Mailing Address of Public Agency
City of Bonney Lake PO Box 7380 Bonney Lake, WA 98391 UBI Number: 277000893

Department Use Only
Assigned to: _____
Date Assigned: _____

Notice is hereby given relative to the completion of contract or project described below

Project Name 2021 Sewer Manhole Rehabilitation	Contract Number 	Job Order Contracting <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es) Sewer Manhole Rehabilitation- 2021. Wall cleaning, grout patching and relining of 48-inch diameter manholes as outlined by the City. The contract period provided 12 manholes for rehabilitation.		
Federally funded transportation project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
Contractor's Name Sun Coast Environmental NW Inc.	E-mail Address sun5364@comcast.net	Affidavit ID*
Contractor Address 14413 SE 8th St Vancouver, WA 98683		Telephone # 206 240-4099
If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number. <input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
Name: _____		Bond Number: _____
Date Contract Awarded 8/24/2021	Date Work Commenced 10/4/2021	Date Work Completed 12/21/2021
		Date Work Accepted 3/22/2022
Were Subcontractors used on this project? If so, please complete Addendum A.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$ 82,300.00		
Additions (+)	\$ _____	Liquidated Damages \$	_____
Reductions (-)	\$ 6,695.75	Amount Disbursed \$	78,930.84
Sub-Total	\$ 75,604.25	Amount Retained \$	3,780.21
Amount of Sales Tax <u>9.400%</u>			
(If various rates apply, please send a breakdown)	\$ 7,106.80		
TOTAL	\$ 82,711.05	TOTAL \$	82,711.05

NOTE: These two totals must be equal

Comments:
<p><small>Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.</small></p> <p>NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.</p> <p>Submitting Form: Please submit the completed form by email to <u>all three</u> agencies below.</p>

Contact Name: Triss Weber

Email Address: webert@ci.bonney-lake.wa.us

Title: Admin Supervisor

Phone Number: 253-447-4320



Addendum A: Please List all Subcontractors and Sub-tiers Below

This addendum can be submitted in other formats.

Provide known affidavits at this time. **No L&I release will be granted until all affidavits are listed.**

[illegible]

For tax assistance or to request this document in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711.

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Bryan Jeter, Chief of Police	Meeting/Workshop Date: 22 March 2022	Agenda Bill Number: AB22-52
Agenda Item Type: Motion	Ordinance/Resolution Number:	Sponsor:

Agenda Subject: Approve The Closure Of Allen Yorke Park Boat Launch Ramp For The 2022 Boating Season

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Approve The Closure Of The Allen Yorke Park Boat Launch Ramp For The 2022 Boating Season.

Administrative Recommendation: Approve

Background Summary: Due to the construction of a new sports field at Allan Yorke Park, the site used for watercraft trailer parking is no longer available. Because there is no other area available to park watercraft trailers at Allan Yorke Park without impacting surrounding neighborhoods and available parking for those that want to use the sports fields and other green spaces available, the City Council has made the decision to close the boat launch for the 2022 season so that the City can prepare a suitable area for watercraft trailer parking for the 2023 season and beyond.

Closing the launch for one season eliminates the inevitable impact of trying to manage a limited number of watercraft launches each day, impacts to surrounding homeowners from vehicles being forced to park on neighborhood streets, the need to spend unbudgeted funds on repurposing the Field 4 parking lot, redirecting staff from primary responsibilities to work weekday overtime and weekends to manage the watercraft trailer parking process and gives the City Council and staff time to budget, design, and construct a permanent solution to this issue that will meet watercraft users needs well into the future.

Attachments: None

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other

Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Public Safety	<i>Approvals:</i>	Yes	No
	Date: 8 February 2022	Chair/Councilmember Justin Evans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Gwendolyn Fullerton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Angela Baldwin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Forward to: 3/22/2022	Consent Agenda:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): March 22, 2022	Tabled to Date:

APPROVALS

Director: Bryan Jeter	Mayor: Michael McCullough	Date Reviewed by City Attorney:
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East Pierce Interlocal Coalition - Emergency Management

What is EPIC?

A coalition of seven cities working together to prepare for local and regional emergencies. Under the leadership of the City of Puyallup Emergency Management Department, the coalition members receive planning services and training to facilitate this goal.

Who is EPIC?

Members include Bonney Lake, Buckley, Carbonado, Orting, Puyallup, Sumner, and Wilkeson.



Some items
EPIC is working
on.

East Pierce County Lahar Rapid
Evacuation Plan and Drill

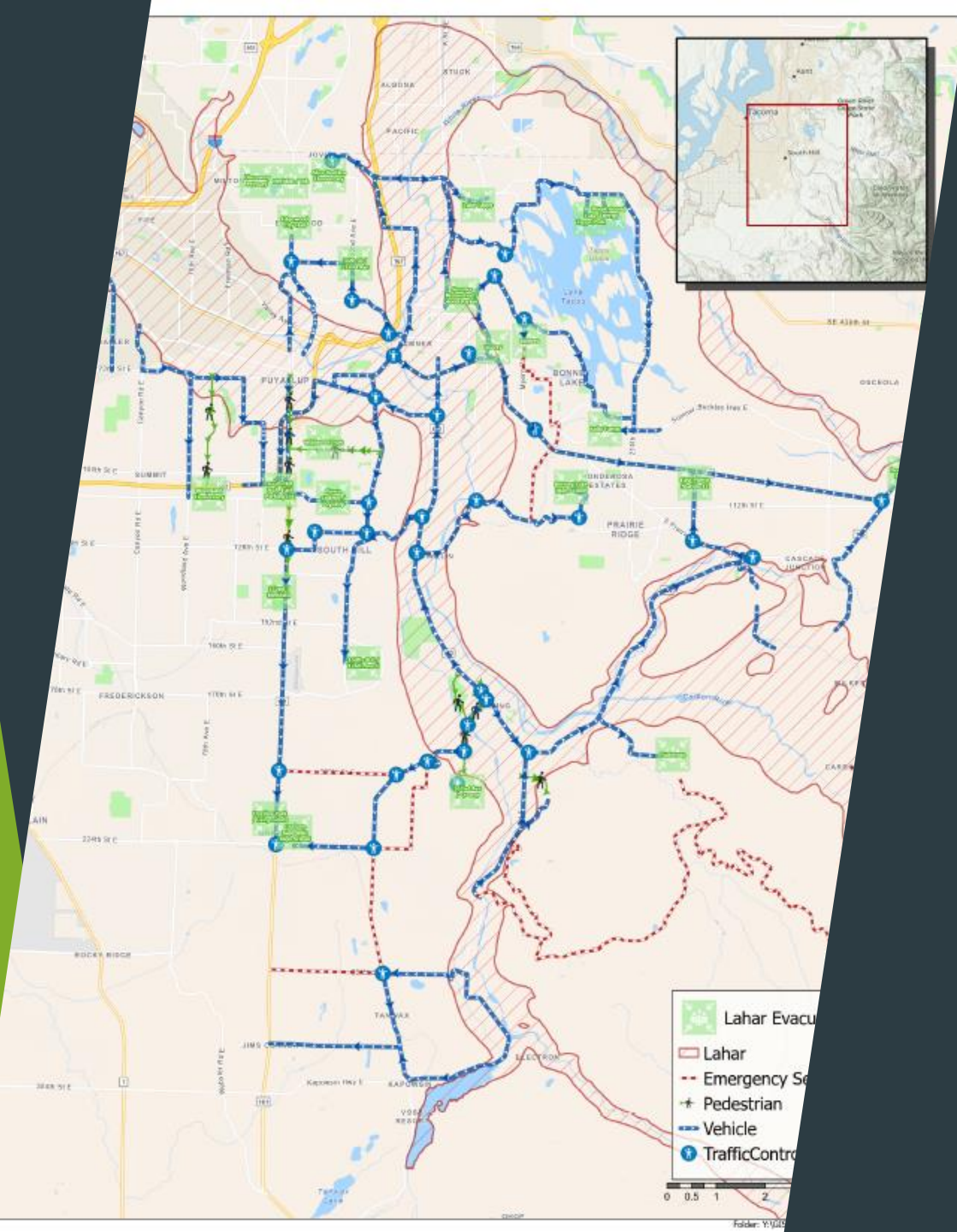
Website - epiceoc.com

CodeRED



East Pierce County Lahar Rapid Action Plan (RAP)

- ▶ Designed for first responders in the immediately impacted areas of an incoming no-notice or short-notice (also referred to as unheralded) lahar from Mount Rainier
- ▶ Includes a Critical Action Guide section as well as Rapid Action Procedures (RAP) for each first responder agency
- ▶ Developed by a multi-jurisdictional, multi-discipline planning team



Plan Components

- ▶ Critical Action Guide
- ▶ Roles and Responsibilities
- ▶ Agency Specific Rapid Action Procedures
- ▶ Lahar Rapid Action Procedures
 - ▶ Event to Event + 24 Hours
 - ▶ Event + 48 Hours
 - ▶ Event + 72 Hours
- ▶ Lahar Evacuation Maps
 - ▶ Jurisdiction Specific Maps
 - ▶ School District Evacuation Maps
 - ▶ Resource Staging Location Maps
- ▶ Communications Plan
- ▶ Sample Lahar Public Messaging
- ▶ Considerations for Access and Functional Needs

Lahar RAP Planning Team

- ▶ City of Puyallup Emergency Management
- ▶ Puyallup Police Department
- ▶ Orting Valley Fire and Rescue
- ▶ Orting Police Department
- ▶ East Pierce Fire and Rescue
- ▶ Central Pierce Fire and Rescue
- ▶ Sumner Police Department
- ▶ Bonney Lake Police Department
- ▶ City of Bonney Lake
- ▶ City of Sumner
- ▶ City of Orting
- ▶ City of Buckley
- ▶ Town of Wilkeson
- ▶ Town of Carbonado
- ▶ Buckley Fire

Next Step - Lahar Evacuation Drill April 29, 2022

- ▶ The East Pierce Interlocal Coalition Emergency Management Team, surrounding school districts (Puyallup, Sumner-Bonney Lake, Orting, White River, Carbonado), and partners are coordinating a full-scale lahar evacuation exercise.
 - ▶ Objective: test and improve the ability to evacuate students and staff in the event of an incoming lahar from Mount Rainier.
 - ▶ Number of students to be evacuated: Approximately 13,000
 - ▶ EOC's to be activated: City of Puyallup, City of Bonney Lake, and the City of Buckley
 - ▶ Incident objectives for the Bonney Lake EOC include:
 - ▶ Communicate with Sumner-Bonney Lake School District via radio and cell phone
 - ▶ Utilize the EPIC Lahar Evacuation Exercise Dashboard and update with school status for the duration of the exercise
 - ▶ Activate the Bonney Lake PIO and engage the public via Bonney Lake social media
 - ▶ Activate Finance Section and track City costs incurred during the exercise
 - ▶ Activate East Pierce Ares HAM radio team



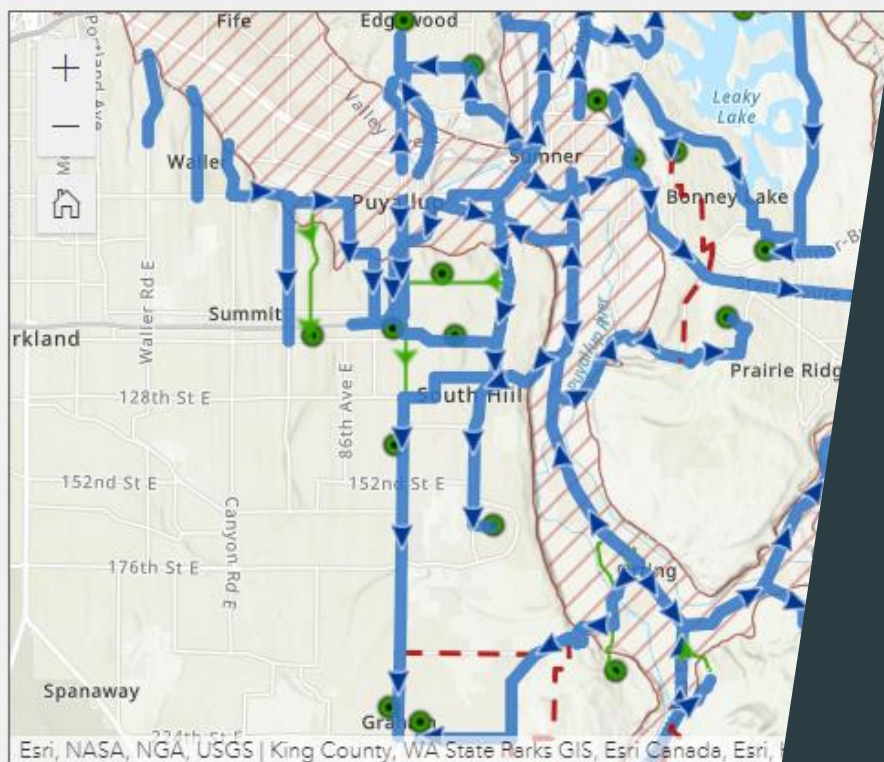
www.epiceoc.com

The portal contains a wealth of information on regional hazards, preparedness, first responder social media outlets, news articles.

Volcanic Monitoring

No active messages at this time.

Last updated: 1/18/2022



Last Rainier Eruption:

1894

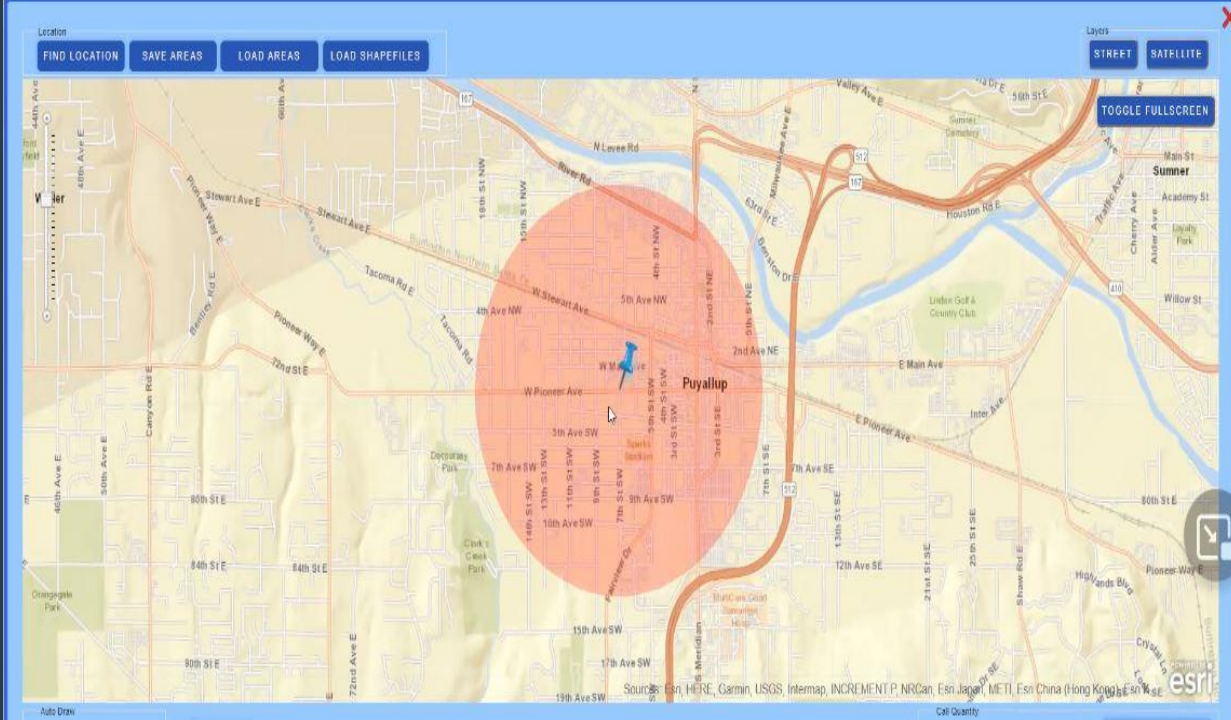
Rainier Alert Level:

NORMAL

Volcanic

EPIC Emergency Management Dashboard

- ▶ A public facing, continuously updated resource that can provide important information on any events that could impact the public.
- ▶ GIS based.
- ▶ Can be updated in real time as the event progresses.
- ▶ Can provide information on impacted areas, routes for evacuation and more.



CodeRED

- CodeRED is an alert and early warning system that allows the City to easily deliver geo-targeted, time-sensitive information to any individual opting into the service, using voice, email, and text.
- Being implemented by all EPIC partners and the cities of Lakewood, University Place, and Tacoma.
- Cost for this may be reimbursed by South Sound 911.

Mobile App

- Location-based mobile device notification app
- No opt-in required
- Message includes audio, text and map
- Easily implemented for special events
- Customized user experience
- Geo-Target your mobile audience on their mobile device
- The most downloaded public safety notification app
- Nationwide success alerting residents and visitors



Emergency Preparedness

Visit the EPIC website
(epiceoc.com) for preparedness
information.

Please make your preparedness a
priority!